

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The District of Columbia Public Schools (DCPS), Office of Food and Nutrition Services is seeking Food Service Management Company(s) (FSMC) to prepare, furnish and to deliver high quality food service products and services to school sites. The Contractor(s) must be willing to meet DCPS' high expectations for daily service management and delivery while embracing or building upon DCPS Food Services' mission.
- B.1.1** The Contractor(s) and DCPS shall mutually agree on the annual operating budget and determine the appropriate program financial performance annually if DCPS, at its sole discretion, should choose to exercise its option to extend the contract for any of the four option years. Upon proposal submission, Contractor(s) shall present a plan that demonstrates it can bring food service expenses in line with projected revenues.
- B.2** The Contractor(s) must conduct all program operations in accordance with all applicable Federal regulations, including, but not limited to, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 3016.36, 3016.60, 3019.40, and FNS (USDA) instructions, policies and memorandum, as applicable, in addition to all applicable state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Act of 2010 as amended, the Healthy Hunger Free Kids Act of 2010, and all State Agency memorandum and requirements. It is the duty of the FSMC to apprise itself with the requirements of DCPS Food Services and the District of Columbia Municipal Regulations 27 (DCMR 27).

B.3 Award of Contract:

- B.3.1** The contract will be awarded to the responsive and responsible Offeror(s) whose offer will be most advantageous to the DCPS, price and other factors considered.
- B.3.2** DCPS reserves the right to make a separate award for each school or all schools and to make an award either in whole or in part, whichever is deemed in the best interest of the DCPS. The award will be made according to the criteria(s) set forth to the most responsible, responsive Contractor(s) as applicable.

The DCPS contemplates awards of a fixed fee per meal requirement contract(s) with a cost reimbursement component for maintenance, repair and replacement of all equipment.

- B.3.2.1** Contractor(s) shall be reimbursed for the Fresh Fruit and Vegetable Program (FFVP) operational and administrative expenses by invoicing a monthly cost reimbursement less than or equal to the total FFVP grant allocation for the applicable schools. Vendor shall submit monthly program invoices with their invoice to DCPS to substantiate the cost figure.
- B.3.2.2** Contractor(s) shall be responsible for the maintenance, repair, and replacement of all equipment. A plan for how the Contractor(s) will maintain, repair, or replace equipment at all schools serviced should be included in the proposal. The overview should address the following elements:

- Initial equipment assessment;
- Replacement plan/timeline;
- Brand(s) and models of equipment to be purchased;
- Purchasing process;
- Removal and installation process; and
- Warranty, maintenance, and inventory management reporting.

B.4 The Contractor(s) shall provide services at the school sites determined by DCPS.

B.5 PRICE SCHEDULE:

Contractor(s) shall be awarded a fixed fee per meal requirements contract with a cost reimbursable component. DCPS shall not pay any fees, costs, or charges not clearly identified in the Contractor(s) proposal and any subsequent executed food service contracts between selected Contractor(s) and DCPS.

Allowable costs for the cost reimbursable elements of this agreement will be paid from the nonprofit school food service account to the Contractor(s) net of all discounts, rebates, and other applicable credits accruing to the received by the Contractor(s) or any assignee under the contract, to the extent those credits are allocable to the allowed portion of the costs billed to the school food authority.

Contractor(s) shall provide sufficient information to permit DCPS to identify allowable and unallowable costs and the amount of such discounts, rebates and credits on invoices and bills presented for payment. The Contractor(s) determination of allowable costs must be in line with applicable Departmental and Program regulations and the District of Columbia Municipal Regulation (DCMR 27).

B.5.1 The Contractor(s) shall provide fixed-fee-per-meal pricing for the following meals/meal equivalent.

1. Cafeteria breakfast
2. Breakfast in the classroom
3. Grab and go breakfast
4. Cafeteria lunch
5. Early Childhood family style lunch
6. Afterschool supper
7. Afterschool snack
8. Summer food service, breakfast
9. Summer food service, lunch
10. Adult meals, breakfast
11. Adult meals, lunch

B.5.1.1 This list may be modified by DCPS as necessary.

B.5.2 The following costs shall be included in the calculation of fixed-fee-per-meal pricing:

B.5.2.1 Purchased food costs, including but not limited to, cost of the processed donated

foods net of the value of the commodity, beverages, merchandise, and supplies and sales use and other taxes related to these purchases;

- B.5.2.2 All non-food items that are necessary for the meal to be served and eaten;
 - B.5.2.3 Contractor(s) salaries, wages, taxes for employees assigned to DCPS school facilities;
 - B.5.2.4 Contractor(s) salaried benefits, retirement plans and the cost of administering such plans for services for employees working at DCPS school facilities;
 - B.5.3.5 Contractor(s) hourly wages and taxes for employees working at DCPS school facilities;
 - B.5.3.6 Contractor(s) hourly benefits, retirement plans and the cost of administering such plans for services for employees working at DCPS school facilities;
 - B.5.3.7 All insurance maintained pursuant to this agreement;
 - B.5.3.8 All cleaning supplies necessary to maintain sanitation of kitchen facilities;
 - B.5.3.9 Uniforms and aprons;
 - B.5.3.10 Kitchen small wares;
 - B.5.3.11 Any District and/or federal licensing costs or fees;
 - B.5.3.12 Printing expenses, including but not limited to menus and marketing materials;
 - B.5.3.13 Truck rental for transport and delivery of food or food equipment;
 - B.5.3.1.4 Office supplies for use by employees working at DCPS school facilities;
 - B.5.3.15 Postage and courier services related to DCPS school food service;
 - B.5.3.16 Marketing or promotion or proprietary materials, signage and related materials purchased on behalf of DCPS Food Services; and
 - B.5.3.17 All services related to section B.7 below.
- B.6** The Contractor(s) shall provide a fixed fee for procurement management services and the cost of goods or services associated with repairs, maintenance, and replacement of equipment identified under the cost reimbursement component contract line item number (CLIN) 12.

B.7 PRICE SCHEDULE / COST SCHEDULE

The quantities provided in Attachment J.13 are projections from 2011-12 year-to-date data. DCPS does not guarantee the actual quantities of meals nor establish any norms for

stable or normal operations.

This estimate is not representative of a minimum quantity order. The actual quantities of meals will depend on students' participation rates for each of the CLINs for the Base Year and subsequent Option Years below.

**B.8 PRICE SCHEDULED FOR BASE YEAR REQUIREMENTS
(SCHOOL YEAR 2012-2013)**

B.8.1 Offeror(s) are required to provide a line item price for each CLIN that is available at the school site(s) the Offeror is proposing to serve. The school sites are identified in Attachment J.13

B.8.2 This section B.9 and Attachment J.13 shall be submitted as part of the Contractor(s) cost/price proposal.

B.8.3 The estimated quantities of meals served at each school site is identified in attachment J.13.

B.8.4 The Contractor(s) shall estimate yearly quantities based on the figures provided in attachment J.13 for all schools the Contractor(s) is proposing to serve.

Item No.	Item Description	Estimated Quantity	Unit	Fixed Fee Per Meal Unit Price	Total Cost
1001.	Cafeteria breakfast*		Each		
1002.	Breakfast in the classroom		Each		
1003.	Grab and go breakfast		Each		
1004.	Cafeteria lunch		Each		
1005.	Early Childhood family style lunch**		Each		
1006..	Afterschool supper		Each		
1007..	Afterschool snack		Each		
1008..	Summer food service, breakfast		Each		
109.	Summer food service, lunch		Each		
1010.	Adult meals, breakfast		Each		
1011.	Adult meals, lunch		Each		
	OVERALL TOTAL PER COLUMN				

The asterisks in the above chart represent the following.

*All schools not serving breakfast in the classroom or grab and go breakfast serve "cafeteria breakfast."

**Early Childhood family style lunch meals represent, on average, 5% of all lunch meals served at

participating sites.

	COST REIMBURSEMENT COMPONENT		
1012.	Equipment repairs, maintenance, and replacement	N/A	Each

B.9 PRICE SCHEDULE FOR OPTION YEAR ONE THROUGH FOUR REQUIREMENTS (SCHOOL YEAR 2013-2017)

B.9.1 All prices offered shall be firm for the term of the contract, and adjustments shall only apply in the event that the contract is renewed for option year(s) at the sole discretion of DCPS.

B.9.2. DCPS shall consider a price adjustment for each subsequent option year if the contract is renewed. The price re-determination shall be based on the following:

The base price used for price re-determination shall be the fixed fee per meal;

The CPI index used for price re-determination shall be the following:

Percent Change in CPI for All Urban Consumer (CPI-U): US city average food away from home, unadjusted 12-Months

B.9.3 The reference period from which changes in the CPI index will be used for the second contract year (first option year) will be February, 2013. The month of February shall also be used for all subsequent renewal years;

B.9.4 The frequency of price re-determination will be annually; and

B.9.5 The fixed fee per meal shall be adjusted by the percentage change.

Example:

2011 fixed-fee-per meal	\$2.98
% change in CPI, February 2012	2.3%
Maximum allowable adjusted price	\$3.049

B.11 REQUIREMENTS CONTRACT

B.11.1 The District will purchase its requirements of the articles or services described herein as stated in any contract awarded to selected Contractor(s). The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- B.11.2 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.4. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- B.11.3 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- B.11.4 Any order issued during the effective period of this contract and not completed within that period shall be not be completed by the Contractor(s) unless the contract term was extended pursuant to Section F.2
- B.11.5 The Contractor(s) agrees to meet all obligations under any awarded contract.

B.12 COST REIMBURSEMENT COMPONENT

- B.12.1 The Contractor(s) agrees to meet all obligations under any awarded contract as set forth for maintenance, repair and replacement of equipment.
- B.12.2 The Contractor(s) shall provide written notification within sixty (60) days of contract execution to the Contracting Officer and the Office of Food and Nutrition Services identifying the assessment of the equipment repairs, maintenance and equipment replacement required at each assign school site.
- B.12.3 As part of the written notification, the Contractor(s) must provide the Contracting Officer with an estimated cost for the equipment repairs, maintenance and equipment replacement for its assigned school sites.
- B.12.4 The District is not obligated to reimburse the Contractor(s) for cost incurred for the equipment repairs, maintenance and equipment replacement and the Contractor(s) is not obligated to continue performance under this contract until the Contracting Officer provides written notification to the Contractor(s) that the estimated costs have been approved
- B.12.5 No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the above terms.
- B.12.6 In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in conjunction with equipment repairs, maintenance and equipment replacement .

C.1. INTRODUCTION

The Contractor(s) shall manage the overall District of Columbia Public Schools (DCPS) Food Service Program (FSP) for which it is contracted. The Contractor shall prepare, serve, and account for meals on DCPS operating days. Such services include

management of the School Breakfast Program (SBP) (including, but not limited to, “breakfast in the classroom,” and other alternative program configurations), the National School Lunch Program (NSLP), the Summer Food Service Program (SFSP), the Afterschool Supper Program, the Afterschool Snack Program, the Fresh Fruit and Vegetable Program FFVP, a la carte meals and items, adult meals, vending, concessions, and any other food service program organized at DCPS facilities specified in this contract, as applicable. The number of school sites under contract and/or locations of schools is subject to change over the contract term for a variety of reasons, including, but not limited to, modernization, consolidation, and/or closure of school buildings.

C.1.1. MAIN OBJECTIVES

C.1.1.1 The DCPS FSP shall be operated and maintained as a benefit to DCPS’ students, faculty, and staff.

C.1.1.2 Within the scope of the services, the Contractor(s) shall provide the following, in addition to its other obligations identified in the RFP, for the full duration of the contract:

- Program Compliance
 - The Contractor shall adhere to all DCPS-specific, local, and federal compliance procedures, including student eligibility, meal counting and claiming, nutrition and allergen requirements, and medical substitutions; and
 - The Contractor shall maintain all FSP required and DCPS-specified records for the federally auditable reporting period and assist with FSP audits as necessary.
- Program Eligibility
 - The Contractor shall assist DCPS to improve Free and Reduced Meal Application (FARM) collection by at least 5% over the previous year among the schools serviced by the Contractor(s) that are mandated to collect applications.
- Fiscal Management & Reporting
 - The Contractor shall manage and accurately report, on a daily basis, all revenue generating activities through the approved, DCPS-owned Point-of-Sale system in coordination with the Office of the Chief Financial Officer (OCFO) including, but not limited to, cash sales and federal reimbursements;

- The Contractor shall manage and accurately report all revenues, credits, fees, and expense items in a manner and format agreed to by DCPS; and
 - The Contractor shall manage and accurately report the FSP income statement including, but not limited to, net income (loss) cumulatively and per site on a monthly basis.
- Operations & Performance
 - The Contractor shall improve breakfast, lunch, and supper meal participation over the previous year by improving the quality of meals and service, and mitigating barriers to meal participation across all schools;
 - The Contractor shall manage and conduct all procurement relating to the Food Service Program in accordance with all applicable Federal and District procurement laws, subject to any requirements set forth herein;
 - The Contractor shall work with DCPS to manage the USDA Foods programs in coordination with the DC State Agency (SA);
 - The Contractor shall work with DCPS to manage all other federal or state food programs including the Department of Defense' Fresh Fruit and Vegetable Program (FFVP) in coordination with the DC SA; and
 - The Contractor shall provide detailed analysis relating to fiscal management, program compliance, operations, and performance as specified by DCPS each week.

C.1.1.3. At the termination of the contract, all program records maintained by the Contractor(s) shall be released and returned to DCPS.

C.2 DCPS RESPONSIBILITIES AND OBLIGATIONS

C.2.1 DCPS shall retain control of the quality, extent, and general nature of its Food service Program, 7 C.F.R. § 210.16(a)(4).

C..2.2. DCPS will make the final determination of the opening and closing dates of all sites.

C..2.3. DCPS shall provide the facilities from which the Contractor(s) will distribute and/or prepare the meals to the students and shall be responsible for all repairs to the building and structure.

C..2.4. DCPS shall provide the Contractor with telephone service within the DCPS facilities.

C..2.5. DCPS shall provide the Contractor with an initial inventory of necessary on-site equipment for the fulfillment of this contract. Contractor(s) shall be responsible for ensuring equipment is repaired or replaced if necessary before the conclusion of the

contract so that kitchens have equipment to provide the same or better functionality than the initial inventory . DCPS shall not provide any necessary equipment for the off site preparation and/or transportation of the meals.

- C..2.6. DCPS shall be responsible for any losses, including USDA donated foods, which may arise due to loss of electrical power or equipment malfunction not within the control of the Contractor.
- C..2.7. DCPS shall notify the Contractor as soon as possible of any interruption in utility service of which it has knowledge.
- C..2.8. DCPS shall notify the Contractor as soon as possible of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.
- C..2.9 DCPS shall work cooperatively with the selected Contractor(s), but shall retain final menu and product approval authority for all schools. DCPS shall inform the Contractor(s) if/when products or recipes are not approved.
- C..2.10 DCPS shall retain control of the Child Nutrition Program (CNP) nonprofit food service account and overall financial responsibility for the CNP, including the filing of federal and local reimbursements.
- C..2.11 All income accruing as a result of payments by children and adults, federal and local reimbursements, and all other program income sources including a la carte sales and vending shall be deposited daily in DCPS' nonprofit food service account. Any profit or guaranteed return shall remain in DCPS' nonprofit food service account.
- C..2.12 DCPS shall establish all selling prices, including price adjustments, for all reimbursable and adult meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices. (Exception: The non-pricing programs of breakfast, supper, and FFVP need not establish a selling price for reimbursable meals or food items.)
- C..2.13 If applicable, DCPS shall add specialty meal programs which it shall procure through a competitive procurement process and shall result in an amendment to the contract.
- C..2.14 DCPS shall retain signatory authority on the FSP annual renewal agreement including the policy statement for free and reduced-price meals and on all documentation submitted in writing to the SA, including monthly claim forms.
- C..2.15 DCPS shall be responsible for the development, distribution, collection, processing, and verification of the parent /guardian letter and application for free and reduced price meals and shall conduct any hearings related to determinations regarding program eligibility. In accordance with USDA regulations, the Contractor shall not be responsible for the free and reduced meal application process.

- C..2.16 DCPS shall be responsible for requesting a direct certification list from the OSSE each month for use to determine eligibility for free meals without obtaining an application from the parent or guardian.
- C..2.17 DCPS shall be responsible for maintaining an accurate list of students eligible for free or reduced price meals and will provide lists by school, either in print and/or electronically, for use in administering the food service program (FSP).
- C..2.18 DCPS shall own the point of sale system (currently WebSMARTT) including all software, hardware, and data stored therein. Program data, including student eligibility, will reside exclusively on DCPS owned servers.
- C.2.19 DCPS shall not disclose confidential information to the Contractor(s) that is not needed for meal counts from free and reduced price meal applications and/or the direct certification list, if used, as required under 7 C.F.R. § 210.16(a), the Children's Online Privacy Protection Act (COPPA), or the Family Educational Rights and Protection Act (FERPA).
- C.2.20 At its discretion, during the course of this agreement DCPS shall certify schools under Provision 2 and/or Community Eligibility and/or return certified schools to standard operating procedure.
- C.2.21 Any information transmitted through the SA to DCPS impacting contractual services shall be disseminated to the Contractor(s) through DCPS.
- C.2.22 DCPS' internal controls shall include periodic site visits to ensure compliance with all program regulations, product requirements, and service expectations, 7 C.F.R. § 210.16(a)(2)(3). Additionally, District administrative and school staff shall, from time to time, observe Contractor(s) performance and report to DCPS Food Services. If the visits are a requirement of the SA, they shall follow a program review timeframe as determined by the SA. Review findings and any requests for corrective action from these site visits shall be transmitted to the Contractor(s) in a timely manner.
- C.2.23 DCPS shall be responsible for ensuring the resolution of SA program review and audit findings in collaboration with the Contractor(s). However, if any financial penalties assessed against DCPS, including fines or retention or recovery of reimbursements, are a result of any errors or violations committed by the Contractor(s), DCPS shall withhold from Contractor(s) payment equal to the penalty
- C.2.24 DCPS school custodial and maintenance staff shall be responsible for cleaning cafeteria floors, maintaining kitchen bathroom facilities, disposing of all refuse from the FSP, ordering pest control visits.
- C.2.25 DCPS shall provide such staff as necessary to ensure contract compliance and program oversight including a director, compliance officer(s), comptroller, regional field managers, point of sale technicians, and FARM application

processor(s).

C.3. APPLICABLE DOCUMENTS

The following documents are applicable to this solicitation and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Internal Policy	Office of Food & Nutrition Services, Nutrition Standards	2/15/2012
2	Internal Policy	OFNS Vendor Compliance Requirements	1/3/2012
3	Internal Policy	Meal Charge Policy	1/24/2012
4	Regulation	DC Healthy Schools Act, as Amended	8/5/2011
5	Regulation	Healthy Hunger-Free Kids Act of 2010	1/26/2012
6	USDA Guidance	Procurement Questions Related to the Buy American Provision	2/13/2012
7	USDA Guidance	Provision 2 Guidance	8/13/2002
8	USDA Guidance	At-Risk Afterschool Handbook	6/2011
9	Proposal Checklist	DCPS School Bid Checklist	2/15/2012

C.4. DEFINITIONS

Adult Meals (Breakfast or Lunch): Meals served to non-students that follow the 9-12 meal pattern.

Afterschool Snack: Snacks which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which are provided to DCPS students as a part of the DCPS food service program.

Afterschool Supper: Suppers which meets all of the requirements of this agreement regarding quality and compliance (CACFP) and which are provided to DCPS students as a part of the DCPS food service program.

Breakfast in the Classroom (BIC): An alternative breakfast serving model wherein students are served portable breakfast items in the classroom or cafeteria after the required time to be in school.

Building and Structure: Wiring, plumbing, or equipment integral to the general function of the building.

Community Eligibility: A USDA NSLP certification currently only available in pilot states which would allow a school to provide free lunch meals to all students for a four year period. The

percentage of directly certified students multiplied by a factor of 1.6 determines the reimbursement rates for the certification period.

Contractor(s): A commercial enterprise or a nonprofit organization that is or shall be contracted with by DCPS Food Services to manage any aspect of the school food service.

Offeror: A commercial enterprise or a nonprofit organization that will be submitting a proposal in response to this solicitation.

Cooking: A school that has the equipment and space necessary to prepare meals daily for its student enrollment (See Attachment J.13).

Courtesy Salad: A simple reimbursable salad provided to students in grades 1-12 who have charged 20 or more meals to their account without payment.

Customer Ignored: A student whose meal service transaction was not ignored because the prior student's transaction had not been completed.

DCPS: The District of Columbia Public School system.

Donated Foods: USDA Foods/commodities purchased by USDA for distribution to schools and other recipient agencies.

Equipment: The equipment located in DCPS schools owned by DCPS Food Services used to facilitate the food service program.

Equivalency Factor: The sum of applicable federal and District reimbursements plus the USDA Foods entitlement rate. Subject to change yearly with USDA published rate changes. (e.g. 2010-12: Greater than 60% free and reduced federal free lunch reimbursement rate \$2.79; Estimated state reimbursement per lunch \$.15; Federal commodity entitlement rate for 2011 \$.225 = \$3.165.)

Extended Breakfast: Also referred to as "second chance breakfast", an alternative breakfast serving model wherein breakfast time is extended past the start of school or reopened for additional time to accommodate tardy students.

Facilities: DCPS Food Service facilities to include school kitchens, kitchen offices, and kitchen bathrooms or locker rooms.

Early Childhood Family Style Lunch: Portable lunch provided to Preschool or Pre-Kindergarten students enrolled under the DCPS Head Start school-wide model in the classroom. Students are encouraged to serve and portion the food themselves from family style containers.

Fixed Fee: The price charged by the Contractor(s) to DCPS for a product or service.

Fixed Fee Per Meal: The price charged by a Contractor(s) for each meal accounted for in the point of sale system given the cost of food, labor, marketing, overhead, and supplies.

Food Services: The DCPS Office of Food & Nutrition Services

FSP: Food service program. The scope of operations managed by the DCPS Office of Food & Nutrition Services.

FSW: Food service worker. A person (full-time, part-time, or temporary) who is hired to provide food services at DCPS school facilities.

HHFKA: Healthy Hunger-Free Kids Act of 2010, Nutrition Standards in the National School Lunch and School Breakfast Programs, final regulations published 1/26/2012.

HSA: District of Columbia Healthy Schools Act of 2010, as amended 8/5/2011.

Grab and Go: An alternative breakfast service model wherein students take breakfast from a portable kiosk placed outside of the cafeteria and eat breakfast in areas determined by the school administration.

Meal Equivalent: The common denominator for the calculation of the fixed management fee per meal and the fixed meal fee.

Nonprofit Food Service Account: Regulates food service spending to allowable expenses, defined as those expenses which are conducted principally for the benefit of schoolchildren. Any revenue in excess of expenses must be used only to maintain, expand, or improve DCPS' food service program.

Operating Days: Those days of the week, Monday-Friday (specific schools also open on Saturday for academic programming), August-June, when DCPS is scheduled to be in session.

Participation: The percentage of students who receive Reimbursable Meals under the National School Lunch Program and the School Breakfast Program. It shall be calculated as the number of reimbursable meals served divided by the average daily attendance established by DCPS.

Provision 2: A USDA NSLP certification wherein a school provides free lunch meals to students regardless of eligibility for a four year period. Schools collect Free and Reduced Meal Applications during the program's base year to determine reimbursement claiming percentages for the certification period.

Reimbursable Breakfast: A breakfast which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which is provided to DCPS students as a part of the DCPS food service program.

Reimbursable Lunch: A lunch which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which is provided to DCPS students as a part of the DCPS food service program.

Reimbursable Meals: Those meals served in the Food Service Program to eligible students for which DCPS Food Services is entitled to reimbursement under applicable federal and state law.

Reimbursable Salad Bar: A lunch acquired solely from a salad bar which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which is provided to DCPS students as a part of the DCPS food service program.

Reimbursable Supper: A supper which meets all of the requirements of this agreement regarding quality and compliance (CACFP) and which is provided to DCPS students as a part of the DCPS food service program.

Reimbursable Vending: A breakfast or lunch acquired solely from a vending machine which meets all of the requirements of this agreement regarding quality and compliance (NSLP) and which is provided to DCPS students as a part of the DCPS food service program.

SA or State Agency: State Agency, the District of Columbia Office of the State Superintendent of Education (OSSE), Wellness and Nutrition Services Division, responsible for overseeing the administration of all applicable programs under the Richard B. Russell National School Lunch Act, the Child Nutrition Act of 1966, the Healthy Hunger-Free Kids Act, and the DC Healthy Schools Act.

School Food Authority: The administering unit for the operation of a school feeding program

Satellite: A school that does not have the equipment and space necessary to prepare meals daily for its student enrollment.

Services: The services to be provided by the Contractor(s) under this agreement.

Small Ware: Dishware, glassware, flatware, utensils and similar items.

USDA: The United States Department of Agriculture.

WebSMARTT: DCPS' owned and adopted point of sale system.

C.5 BACKGROUND

C.6.1 DCPS Food Services has been a pioneer in improving the quality and healthfulness of school food while embracing alternative serving models to increase students' access to school meals. DCPS Food Services' mission statement is: The Office of Food and Nutrition Services (OFNS) supports student health and achievement by ensuring that all DCPS students receive nutritious meals and acquire the resources to make healthy choices. We believe in providing appetizing school meals made from fresh, locally produced ingredients, and we strive to engage the entire D.C. community in implementing programs that encourage healthy decision-making and promote sustainable practices.

Through its efforts, in school year 2010-11, DCPS served more than 2 million more meals to students than in 2009-10. In 2008, DCPS' food service became privatized as a result of an analysis which estimated significant cost savings through privatization. A large Food Service Management Company was awarded a one year contract with four option years to provide services to all District schools.

In 2010-11, DCPS contracted with two vendors for pilot programs for from scratch and portable meals in an effort to improve program performance and financial and nutrition outcomes. These pilot vendors responded to new, revised solicitations that included some of the strictest nutritional standards in the country and a fixed-fee-per-meal pricing structure. Since the companies awarded the pilot contracts serviced only a small subset of schools and had comparable mission statements to DCPS, the expectation was that their performance would be a marked improvement in meal quality and participation. DCPS has seen significant progress in these programs in achieving program goals.

In releasing a new solicitation for meal service for school year 2012-13, DCPS is looking for a Contractor(s) that can provide consistent, high quality meals and service across all schools while managing costs to reduce losses to DCPS. The Contractor(s) must be willing to meet DCPS' high expectations for daily service management and delivery while embracing or building upon DCPS Food Services' mission. DCPS Food Services believes healthful food improves students' physical and mental development and therefore is essential to academic and lifelong success.

Along with sharing in its mission, DCPS has identified specific factors which would most contribute to a Contractor's success in DC schools. These include:

- Strong internal policies and procedures;
- Strong hiring practices and staff engagement;
- A comprehensive and systematic approach to staff training and development;
- Knowledgeable and results-oriented upper management;
- Detail orientation;
- Prioritizing and enabling problem solving at all levels;
- Ensuring accountability for results/celebrating success; and
- High standards and expectations for food, nutrition, quality, and service.

The above factors are standard practice for food service organizations in the private sector and should be applied in the school foodservice environment. DCPS believes that the expectations of the old paradigm for school food service are too low and that any company looking to lead in DCPS shall demonstrate a mastery of the basic competences and desire to drive success collaboratively with DCPS Food Services.

C.6. REQUIREMENTS

C.6.1 COMPLIANCE

Contractor(s) shall remain in full compliance with the following standards:

District Standard	DCPS-specific nutrition standards; DCPS vendor compliance requirements; DCPS charge policy; DCPS standard operating procedures (TBD), The District of Columbia Municipal Regulation (DCMR 27)
Local Standard	DC Healthy Schools Act (HSA) of 2010 (as amended)
Federal Standard	Richard B. Russell National School Lunch Act; Child Nutrition Act of 1966; Healthy Hunger-Free Kids Act (HHFKA) of 2010; Nutrition Standards in the National School Lunch and School Breakfast Programs,

Contractor(s) shall abide by the DCPS-specific standards where the standards exceed The requirements of the HHFKA and the HSA and shall abide by the HSA where the standards exceed the requirement of the HHFKA.

Contractor(s) shall abide by all applicable policies, procedures, and directives of DCPS to include a standard operating procedure manual.

C.6.1.1 NUTRITION

C.6.1.1.1 DCPS NUTRITION STANDARDS

Menu items shall comply with the nutrition standards of 7 CFR 210, 215, 220, 225, and 226.

[A=applicable to all meals; B=applicable only to breakfast; L=applicable only to lunch; S=applicable only to supper]

Menu Accommodations

- Vegetarian meals shall be available every day at all grade levels [L];
- Other dietary accommodations (Veganism, religious restrictions) shall be accommodated where possible on request of a student through a consent form signed by the parent or guardian [A];
- Tree nut products shall not be served in any form. Contractor(s) can request express consent for specific items to be served during special event days (e.g. coconut milk) [A]; and
- Pork shall not be served in any form at elementary schools and education campuses [A].

Product-Specific

- Foods listing sugar as the first or second ingredient shall not be served (excludes naturally occurring sugars) [A];
- Fish shall be offered at least three times per month [L]; and
- Pizza (includes calzone, Stromboli, flatbread, breadstick) shall only be served in elementary and middle schools once per week and shall only be served in high schools twice per week [L].

Protein

- Meat shall be lean and contain no more than 10% fat by weight per serving when pre-cooked [A];
- All meat and meat products, except sausage products, shall be slaughtered, processed and manufactured in plants inspected under a U. S. Department of Agriculture (USDA) approved inspection programs and bear the appropriate seal [A];
- All meat and meat products shall be sound, sanitary, and free of objectionable odors or signs of deterioration [A];
- Meats and proteins shall not be fried at any point during their processing [A];
- Processed fish shall not contain more than five hundred milligrams of sodium per serving [A];
- Eggs shall be USDA Grade A [A]; and

- Beef products shall not be served more than once per week [A].

Dairy

- Milk shall be unflavored skim or no more than 1% fat [A];
- Milk cannot contain added sweeteners or artificial flavorings [A];
- Cheeses and yogurts shall be low fat [A]; and
- Milk substitutions shall be provided in accordance with 7 CFR 210.10(g) [A].

Grain

- 75% of grain products served shall be at least 75% whole grain or higher [A]; and
- All grain products shall contain at least 50% whole grain [A].

Produce

- Fresh fruits and vegetables shall be offered daily [A];
- On average throughout the year, 20 percent, by cost, of all food ingredients and products used in the making of the meals shall be either locally-grown and/or locally-processed* [A];
- All subgroups of vegetables shall be served in accordance with USDA regulations [A];
- Only one cup per week of starchy vegetables shall be served [L];
- Pizza sauce shall not be credited as a vegetable serving [A];
- All fruits and vegetables shall be credited as established in 7 CFR 210.10 [A];
- Fruits and vegetables are preferably fresh or frozen and shall not be packed in anything other than water or natural fruit juice [A]; and
- Only 100% fruit juice shall be served [A].

*Locally-grown, as defined by the HSA, means a from a grower in: Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia. Locally-processed, as defined by the District of Columbia Healthy Schools Act of 2010, means a processed at a facility in: Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.

C.6.1.1.2. HSA NUTRITION STANDARDS

*If HSA standard is encompassed in DCPS-specific standard, it is not listed.

Reimbursement

- SA shall provide an additional \$.05 per meal reimbursement when at least one component of a reimbursable breakfast or lunch meal is composed entirely of locally-grown and unprocessed foods, not including milk;
 - Contractor(s) shall identify and report the number of meals served that are compliant, provide documentation as necessary, and shall make every effort to provide meals that meet this reimbursement provision.
- SA shall provide an additional \$.10 per meal reimbursement for each lunch that meets the following requirements:
 - A different vegetable everyday of the week;
 - Dark green or orange vegetables three or more days per week;

- Cooked dry beans or peas (legumes) from the HUSSC approved list once per week;
- A different fruit everyday of the week;
- Fresh fruit two or more times per week; and
- A whole grain food serving with each meal.
- Contractor(s) shall identify and report the number of meals served that are compliant, provide documentation as necessary, and shall make every effort to provide meals that meet this reimbursement provision.

Local Sourcing

- Public schools and public charter schools shall serve locally-grown, locally-processed, and unprocessed foods from growers engaged in sustainable agriculture practices whenever possible. Preference shall be given to fresh unprocessed agricultural products grown and processed in the District of Columbia, Maryland, and Virginia.

C.6.1.1.3 HHFKA NUTRITION STANDARDS

*Standards listed are new as per HHFKA revision. If a standard is encompassed in the DCPS-specific or HSA requirements, it is not listed.

Fats

- Zero grams of non-naturally occurring trans fat per portion (Lunch, 2012/13; Breakfast 2013/14);

Offer vs. Serve

- Reimbursable meals shall contain a fruit or vegetable, ½ cup minimum (Lunch, 2012/13; Breakfast 2013/14); and

Water

- Cold, filtered water shall be made available to students through drinking fountains or other means when meals are served.

C.6.1.2. PRICING AND CHARGE POLICY

C.6.1.2.1 Contractor(s) shall provide free breakfast and supper meals to all students.

C.6.1.2.2 Contractor(s) shall provide free lunch to all students eligible for reduced or free meals and all students enrolled in Provision 2 schools.

C.6.1.2.3 Contractor(s) shall charge elementary students ineligible for meal benefits \$2.00 per lunch meal and secondary students \$2.50 per lunch meal. Meal prices are subject to change annually as per HHFKA until equity is achieved with federal reimbursement rates.

C.6.1.2.4 Contractor(s) shall charge \$3.00 for adult breakfasts and \$4.00 for adult lunches. Meal prices are subject to change annually per DCPS' discretion.

C.6.1.2.5 Contractor(s) shall comply with and facilitate all provisions of the current DCPS charge policy.

C.6.1.3 COUNTING AND CLAIMING

C.6.1.3.1 Offer versus Served (OvS) will apply for grades 6-12 only. DCPS shall inform the Contractor(s) prior to modifying its service type.

C.6.1.3.2 Each point of sale (POS) machine shall have a working pin pad or scanner and this equipment shall be used to record meal counts when operable without exception.

- If inoperable, cashiers shall either ask students their names and record them in the POS system or use a roster to record counts.

C.6.1.3.3 Each point of sale machine shall have one worker to record meal counts.

C.6.1.3.4 If a Point of Sale is inoperable or if meals are served outside of the cafeteria (Breakfast in the Classroom, Family Style Meals), a student roster from WebSMARTT (DCPS-owned point of service software) shall be used to record meal counts.

- School cafeteria and staff are the only individuals allowed to record meal counts;
- Students shall be checked off on a roster. If all students are being checked off on a roster or if notations other than checkmarks are used (indications of incorrect counting procedures), the recording meal counts shall be instructed on correct procedures;
- Each student shall be asked their name before being checked off on a roster; and
- Meal rosters shall be kept in folders and should not be visible to students.

C.6.1.3.5 All point of sale technical issues should be reported immediately to websmartt.issues@dc.gov.

C.6.1.3.6 Contractor(s) production records shall be in a form and format that meets federal requirements and supports meal claims as defined in Performance Standard 2 of the Coordinated Review Effort (CRE). Contractor(s) production record forms shall receive DCPS approval prior to the start of school. DCPS reserves the right to mandate a universal production record if necessary.

C.6.1.3.7 Contractor(s) approved production records shall be completed daily for each meal type and serving model (as needed) and maintained in a binder in the cafeteria office.

C.6.1.4. RECORDKEEPING

C.6.1.4.1 WebSMARTT edit checks shall be printed daily by Contractor(s) at each school site and maintained in a binder in the cafeteria office.

- Breakfast and lunch meal counts shall be inputted in full prior to printing the daily edit check;

- Supper edit checks shall be printed the day following service and attached to the matching breakfast and lunch edit check;
- If a classroom meal count is not recorded in the daily edit check, the additional meals shall be noted and explained on the print out either in writing, dated and initialed, or by attaching the excluded meal roster(s);
- If edit checks are changed to account for customer ignored or other errors, these changes shall be relayed to the cafeteria lead and be noted on the daily edit check and daily production record, dated and initialed; and
- (Applicable to Non-Provision 2 Schools) If the meals claimed exceeds the average daily attendance for any category (free, reduced, paid) on the daily edit check, the justification for the claim shall be noted on the daily edit check, dated and initialed.

C.6.1.4.2 Production records shall be completed daily and maintained in a binder in the cafeteria office.

- For satellite schools, “Portion prep total” shall equal the portions received from a production kitchen;
- For cooking schools, “Portion prep total” shall equal the portions prepared for service; and
- For elementary schools, “Portion serve reimbursable” (entrée) shall equal “reimbursable meals.”

C.6.1.4.3 Edit checks and production records shall be reviewed daily. Corrected weekly reports shall be sent to DCPS by close of business every Wednesday and shall be corroborated by copies of the daily edit checks and daily production records kept on-site at the school.

- Any days for which meal participation is 10% or more above or below average shall be noted and explained on the weekly edit check; and
- Any errors found by DCPS shall be corrected by the Contractor(s) in WebSMARTT and noted on the corresponding daily edit check(s) and production record(s), dated and initialed.

C.6.1.4.4 All records shall be maintained for a minimum of three years plus the current year. Records shall be orderly, easily accessible, and explained to DCPS by Contractor(s) as required by DCPS. Records which shall be maintained at the school site include:

- Production records;
- Daily edit checks and accountability rosters;
- Delivery tickets (if applicable);
- Dietary accommodation forms (if applicable);
- Completed operational/compliance forms completed during monitoring visits; and
- Findings of formal and/or informal school-based audits or monitoring visits.

C.6.1.5. DEPARTMENT OF HEALTH

C.6.1.5.1 DC Department of Health (DOH) regulations to include:

- At least one DC Certified Food Protection Managers on school premises during work hours, with a valid copy of their Food Protection Manager ID posted conspicuously in the school kitchen. Contractor(s) are required to have a permitted back up worker available in the event of the primary permit holder's absence to ensure compliance with DOH regulations;
- A valid DC Basic Business License (BBL) under the name of the Contractor(s) and school (IE Contractor/School), with a copy posted conspicuously in the school kitchen*;
- Regular health inspections (minimum 2 each year), with a copy of the latest inspection (six months old or less) posted conspicuously in the school kitchen; and
- All health code requirements concerning the maintenance of facilities, equipment, and delivery vehicles and the storage, preparation, and service of food which are examined during a DC DOH health inspection.

* It is the responsibility of the Contractor(s) to pay for, obtain, and maintain a valid BBL for each school cafeteria.

C.6.1.5.2 DCPS reserves the right to obtain meals from other sources if meals are rejected due to closure of one or more of the Contractor(s)' school kitchens by the DC DOH for health code violations.

C.6.1.5.3 Contractor(s) shall notify DCPS immediately (prior to the close of business on the same operating day) following DOH site inspections with details of the inspection. Corrections to any cited DOH violations shall be addressed immediately (prior to the close of business on the same operating day), including but not limited to, a plan of action that is mutually agreed upon between Contractor(s), DCPS, and DOH.

C.6.1.6. CONSEQUENCES OF NON-COMPLIANCE

C.6.1.6.1 Contractor(s) shall be responsible for compensating DCPS on a per meal basis for any and all meals that do not meet program requirements, including, but not limited to:

- Incomplete/adult meals;
- Meals rejected as unacceptable;
- Incorrect component substitutions;
- Non-DCPS approved menu items or a la carte sales;
- Meals served through a non-compliant service model under HSA.

C.6.1.6.2 Said violations shall result in the Contractor(s) reimbursing DCPS within 30 days from the day of violation with the full per meal federal and state reimbursement. If nutritional or counting and claiming compliance or excessive or unusable USDA bonus or donated food inventories is the subject of a SA fiscal action, DCPS shall withhold from Contractor(s) payment in the amount equal to the penalty. Noncompliant actions, per meal and otherwise, are to be reimbursed to DCPS in the form of a line item credit on the subsequent month's invoice.

- C.6.1.6.3 In the event of non-performance or violation or breach of the requirements by the Contractor(s), DCPS shall also have the right to pursue all administrative, contractual, and legal remedies against the Contractor(s) and shall have the right to seek sanctions and penalties as shall be appropriate.
- C.6.1.6.4 DCPS shall issue directives regarding any deficiencies, and the Contractor(s) shall be obligated to rectify those deficiencies in a timely manner. DCPS shall also, at its option, in addition to any other remedies available to it, assess damages for violations of the terms and conditions of the contract in accordance with the following schedule:

Provision	Damages Per Occurrence
Spoiled/Damaged/Expired Product Stocked	\$250
Product Improperly Stored	\$250
Off Menu (2 components or more)	\$250
Staff Not Trained on Area of Responsibility (1 or more)	\$250
Unapproved Product Stocked	\$500
Spoiled/Damaged/Expired Product Served	\$500
No DC Certified Food Handler On Site	\$500
Staff On Site Have Not Passed Fingerprinting Screening	\$500
Misuse of Point of Sale	\$500
Not enough entrée items available for students *	\$1000
Meal Period Start Time Major Delay (15 minutes or more)*	\$1000

*Items impact timing of academic instruction.

For the sake of clarity, Contractor(s) agree and understand each damage amount listed above shall serve as a “floor” amount for any damages claim, meaning that DCPS may claim damage amounts above such stated amounts.

C.6.1.6.1 NON COMPLIANCE APPEAL

C.6.1.6.1.1 Appeals shall be handled according to applicable law and policy.

C.6.2 DATA AND TECHNOLOGY

- C.6.2.1 Contractor(s) shall, on a daily basis, record all breakfast, lunch (to include salad bar), supper, and snack counts and cash intake into WebSMARTT or the current DCPS-owned POS technology solution, including data from rosters or other approved meal count forms.
- C.6.2.2 Contractor(s) shall ensure each service line employs an operational point of sale at all times, including stand alone salad bars serving reimbursable meals.
- C.6.2.3 Contractor(s) shall not accept payment during meal periods. Contractor(s) shall honor all student and/or parent/guardian cash payments and checks made payable to the DC Treasurer provided before, in between, or after meal periods and all MyPAL cashless kiosk and MyLunchMoney.com prepayments. Contractor(s) shall not request nor disclose student personal data as specified by

the COPPA or FERPA.

C.6.2.4 If the POS is inoperable or if meals are served outside of the cafeteria, a roster generated from WebSMARTT shall be used to take accountability.

- Students shall be checked off on a roster if being accounted for. If, on a roster completed by a school staff member, all students are checked off or if notations other than checkmarks are used, the Contractor(s) staff shall instruct the individual taking accountability on procedure;
- Each student shall be asked his/her name or assigned meal program identification before being counted as having received a reimbursable meal. Rosters must record meals so they are claimed at the correct reimbursement level (Free, Reduced Price, or Paid);
- Meal rosters shall be maintained in such fashion as to comply with federal regulations on overt identification; and
- All data files, including those generated by the District-owned technology systems including POS and student files, are owned solely by DCPS and must reside exclusively within District-owned data systems.

C.6.2.5 Contractor(s) shall utilize and agree to help maintain all DCPS POS' equipment including client monitors, manager computers, MyPal Cashless Kiosks, pinpads, and scanners. Contractor(s) shall report all requests for POS equipment repair or replacement through the Quickbase reporting system.

C.6.2.6 Contractor(s) shall agree to implement and utilize all software applications as adopted by DCPS. All software licenses and databases are the exclusive property of DCPS.

C.6.2.7 Contractor(s) shall ensure manager computer is turned on at all times to facilitate point of sale data replication.

C.6.2.8 Failure to provide accurate POS data shall constitute a material breach of this agreement.

C.6.2.2. REPORTING

C.6.2.2.1 Weekly or as specified by DCPS, Contractor(s) shall present a progress report to DCPS Food Services management. This report shall include, but not be limited to:

- Participation data for breakfast, lunch, and supper (week analyzed, week prior year, year to date (YTD), and last year to date (LYTD);
 - Data shall be broken down by school type and program type;
- School analysis for the highest participation drops year/year with action plans for improvement;
- A la carte, salad bar, and adult meal sales;
- Operational issues; and
- New and/or ongoing initiatives.

C.6.2.2.3 Contractor(s) shall be provided access to all prior year and current year data

needed to fulfill DCPS' reporting requirement.

C.6.3. CASH RECONCILIATION

C.6.3.1 At the end of every operating day, all cashiers or cafeteria leads that have received any cash shall reconcile the amount in the POS system to reflect the intake for that operating day. This includes all cash deposited into a cashless kiosk, if applicable. If there is a difference between "expected" cash and "actual" cash, the reason for the variance shall be noted by the Contractor(s). Contractor(s) shall be responsible for any shortages incurred and shall refund DCPS in full for all discrepancies via a line item credit to the subsequent month's invoice to DCPS.

C.6.3.2 All schools shall keep deposit materials (deposit bags, red books or deposit slips) on hand at all times. These materials shall be provided at the beginning of the year and on request to the Contractor(s) by DCPS. Any deposits that are not picked up as a result of a failure on the part of the Contractor(s) to report shortages or a lack of deposit accessories shall result in the vendor reimbursing DCPS for the cost of an armored courier truck pick up fee (currently \$65).

C.6.4 EQUIPMENT AND FACILITIES

C.6.4.1 Each school shall have the basic equipment needed to facilitate the FSP, including sanitary toilet and hand washing facilities for the employees of the Contractor(s).

C.6.4.2 Contractor(s) shall be responsible for the maintenance, repair, and replacement of all equipment not related to Building and Structure. A plan for how the Contractor(s) will maintain, repair, or replace equipment at all schools serviced should be submit within sixty (60) days of contract execution. The overview should address the following elements:

- Initial equipment assessment;
- Replacement plan/timeline;
- Brand(s) and models of equipment to be purchased;
- Purchasing process;
- Removal and installation process;
- Warranty, maintenance, and inventory management; and
- Reporting.

C.6.4.3 At all times, Contractor(s) must ensure that all applicable reimbursable meals and programs can be prepared on time with the proposed equipment and equipment on site.

C.6.4.4 Contractor(s) may request a fixed service fee for maintenance, repairs, or purchases for each year of the contract terms. Requests for repairs or equipment purchases shall be submitted to DCPS for approval along with three quotes for services and/or equipment.

C.6.4.5 Contractor(s) shall utilize workable serving equipment at each school including

salad bars and other meal stations as developed for the facility. Contractor(s) staff should be trained on how to operate and troubleshoot basic kitchen equipment.

- C.6.4.6 Contractor(s) is responsible for disconnecting, removing, and disposing of old equipment and coordinating delivery for, uncrating, setting in place, and ensuring the proper operation of any newly-installed equipment.
- C.6.4.7 Contractor(s) shall be responsible for the timely maintenance of all equipment.
- C.6.4.8 Contractor(s) shall be responsible for the warranty management of all newly purchased equipment.
- C.6.4.9 Contractor(s) shall protect the equipment from pilferage or destruction.
- C.6.4.10 Contractor(s) shall operate and care for all equipment and food service areas in a clean, safe, and sanitary condition in accordance with standards acceptable to DCPS. DCPS shall be responsible for all facilities repairs, including oven hoods and pest control requests, and for regularly cleaning grease traps.
- C.6.4.11 Contractor(s) shall maintain all dry-storage food products, susceptible to rodent/insect contamination, in Food Service Grade, NSF listed, sealed food storage containers to prevent potential pest infestation.
- C.6.4.12 Contractor(s) shall be responsible for managing recycling and/or composting of kitchen refuse and transporting all kitchen waste to the appropriate waste disposal area.
- C.6.4.13 Contractor(s) shall consent to recycling and/or composting foodstuffs and specific materials if these disposal methods are supported by the school facility.
- C.6.4.14 Contractor(s) shall provide an education program for the students and school staffs on the proper use of trash, recycling, and/or composting receptacles through signage and promote all DCPS recycling, composting, or landfill diversion programs.
- C.6.4.15 Contractor(s) shall clean the kitchen (including, but not limited to all equipment, counters, sinks, cookware, utensils, plates, bowls, trays, cups and glassware) and dining room tables daily or as needed following each meal period. Cafeteria floors shall be maintained by school custodial staff.
- C.6.4.16 Contractor(s) shall allow school-based organizations to utilize kitchen and cafeteria facilities and DCPS shall set guidelines for facilities use. If an organization violates the set guidelines, they shall not receive further access to facilities. Foods utilized for reimbursable meal service shall not be comingled with food for other purposes (celebrations, after school cooking clubs, teacher meals, etc.).
- C.6.4.17 Contractor(s) shall not utilize DCPS school facilities for any purposes outside of the scope of this agreement without DCPS approval. Contractor(s) shall be charged a set fee for facility usage which shall be listed as a line item credit on the monthly invoice. This fee shall be determined by DCPS.

C.6.4.18 Contractor(s) shall utilize all specialized equipment available at the school to include dishwashers, salad bars (freestanding and line-based), and meal stations. Contractor(s) shall facilitate DCPS-branded meal stations at all schools with station capabilities.

C.6.4.19 Contractor(s) shall establish standards for receiving, storage, ordering, and cleanliness and assess performance against these standards during monitoring visits.

C.6.5 SERVING WARE, SMALL WARE, & DISPOSABLES

C.6.5.1 Contractor(s) shall provide all serving ware, small ware, and disposables to be compliant with meal service including, but not limited to:

- Plates and/or trays
- Portion cups
- Cutlery
- Napkins

C.6.5.2 All disposables provided by the Contractor(s) including plates, trays, cups, bowls, sandwich containers, straws, cutlery, utensils, napkins, menus, placemats, cups, etc. shall be either reusable or made of recycled materials, be recyclable, and/or be easily compostable. The determination of material type purchased should be based on the school's ability to dispose of said materials properly (e.g. composting or recycling refuse pickups scheduled). No Styrofoam (excepting coated biodegradable) is to be used by Contractor(s) for any foodservice operation within DCPS.

C.6.5.3 If a school has a usable dishwasher, Contractor(s) shall purchase all reusable serving ware. Reusable cutlery shall be subject to DCPS approval prior to purchase.

C.6.5.4 Cutlery items shall be purchased separately and shall be displayed at a condiment/cutlery station located at the end of the serving line or in the cafeteria. No sporks shall be utilized in schools and straws shall be purchased on an as needed basis to reduce waste.

C.6.5.1. PACKAGING AND PRESENTATION

C.6.6.1.1 Contractor(s) shall package all food items to be in compliance with health regulations, to maintain food quality, to limit mess or waste, to be easily consumable, and to be visually appealing.

C.6.6.1.2 The presentation of food on the serving line and in all auxiliary equipment shall be appealing. Presentation should be consistent across all schools.

C.6.6. FOOD SAFETY & EMERGENCY PREPAREDNESS

C.6.6.1 Contractor(s) shall maintain all foods at the temperature necessary to ensure its safety at all times including preparation, storage, delivery, and service. Delivery of chilled and frozen foods and components will be under constant refrigeration.

- C.6.6.2 Delivery vehicles shall be maintained to meet stringent sanitation standards.
- C.6.6.3 Contractor(s) shall not serve foods considered to be unsafe and shall remove and dispose of said foods as required by DC health codes at no cost to DCPS.
- C.6.6.4 Contractor(s) shall have effective contingency (resource readiness including staff and facilities) plans for food recalls, inclement weather, security, or any other unforeseen event.
- C.6.6.5 Contractor(s) shall notify DCPS no later than 2 hours after discovery of any food recall incident and provide alternate menu items as necessary.
- C.6.6.6 Contractor(s) shall stock at least three days worth of shelf stable meals at each school in case of emergency.

C.6.7. NUTRITION, FOOD QUALITY, AND PROCUREMENT

- C.6.7.1 Contractor(s) shall abide by DCPS-specific nutrition standards where the standards exceed the current federal regulations and shall abide by the HSA where the standards exceed the requirement of the HHFKA.
- C.6.7.2 DCPS reserves the right to audit Contractor(s) facilities and operations to ensure nutritional, food quality, or procurement compliance.
- C.6.7.3 Contractor(s) shall provide DCPS with all nutritional documentation or data necessary to maintain program compliance in the timeframe specified by DCPS.
- C.6.7.4 Contractor(s) shall provide to CA estimated nutrition content, ingredients, and food Origin information for a one month menu cycle (21 days), 60 days in advance of meal service via an electronic file from the nutrient analysis software utilized by DCPS, which is currently NutriKids. Contractor(s) shall upload this file monthly to a web portal which shall feed into the DCPS website.
- C.6.7.5 Contractor(s) shall adhere to the “Buy American Provision” in full by purchasing domestically grown and processed foods to the maximum extent possible and by ensuring each end product is of domestic origin (and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States).

C.6.8 MENU

- C.6.8.1 Contractor(s) shall serve only meals and food items approved by DCPS. DCPS shall review, give feedback on, and approve all menus, ingredients, and meal components at least one month prior to meal service. Contractor(s)’ procurement requirements shall influence the menu submission deadline. All new menu items or products shall be taste tested with DCPS management staff and DCPS students prior to receiving approval. Contractor(s) shall develop a taste test survey and evaluation rubric to determine student approval for menu items. All menu items are subject to DCPS’ nutritional requirements.

- C.6.8.2 Contractor(s) shall obtain prior approval for any substitution of menus or menu items. Any item substituted shall be from the list of approved items. Any substitution shall not impact compliance with daily/weekly menu requirements.
- C.6.8.3 Contractor(s) shall train all staff on menu item preparation prior to service. Contractor(s) shall maintain a recipe book or menu guide at every school with pictures of each finished menu item and step-by-step instructions for recipe execution.
- C.6.8.4 Contractor(s) menus shall meet age level serving requirements (Pre-K/Preschool, K-5, 6-8, and 9-12).
- C.6.8.5 Menus shall feature a minimum of two entrée choices in grades K-5, three choices in grades 6-8, and four choices in grades 9-12. One entrée each day, at minimum, must be non-meat.
- C.6.8.6 Contractor(s) shall provide no meals served to students in Pre-K/Preschool, Kindergarten, or Grade 1 that shall pose a choking hazard or are too large for easy consumption. Meals for this grade range shall be modified to meet the physical development and preference of that age group.
- C.6.8.7 Contractor(s) shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Said statement shall be signed by a medical doctor or a recognized medical authority. There shall be no additional charge to the student for such substitutions.
- C.6.8.8 Contractor(s) shall develop, at minimum, a two week cycle for vegetarian meals. Contractor(s) shall serve, at minimum, three hot breakfasts per week and one hot lunch per day at each school.
- C.6.8.9 Contractor(s) shall create a breakfast in the classroom menu and shall include foods that will be consistent with food safety standards throughout the service period, are easily portable, hold temperature well, require little to no assembly in the classroom, and limit mess.
- C.6.8.10 Contractor(s) shall create a grab and go breakfast menu that will be consistent with food safety standards throughout the service period and shall include at least three hot items per week.
- C.6.8.11 Contractor(s) shall create menus for FFVP and afterschool snack that feature a variety of fruits and vegetables.
- C.6.8.12 Contractor(s) shall create a salad bar menu for reimbursable and adult (fruit and

vegetable) salad bars for schools with stand alone or line-based salad bar equipment. Approximately 30% of menu items featured should rotate to increase variety and express seasonality. All menu items presented on the salad bar shall be legibly labeled. Dressing for the salad bar shall be dispensed via a hand dispenser approved by DCPS prior to use. If the salad bar is stand alone, product should be presented identically on both sides of the bar to facilitate line flow.

- C.6.8.13 If a courtesy salad is mandated by the current DCPS charge policy, students at their balance thresholds shall not be allowed to take a salad bar meal as a substitute.
- C.6.8.14 To limit waste, salad bar menu components shall be delivered no more than two days in advance of service. Deliveries shall not be made on Friday for components served the following week.
- C.6.8.15 Contractor(s) shall create an afterschool supper menu that meets current regulations and features a variety of cold menu items and includes all five reimbursable meal components. It is probable that during the full term of this procurement, including approved annual extensions, new regulations will be finalized that shall change menu planning requirements for supper. To that end, DCPS shall, at its discretion, either negotiate with existing Contractor(s) for incorporating required changes, or issue a new procurement for affected programs or entire content.
- C.6.8.16 Contractor(s) shall print monthly menus and distribute them to every school under management. Menus shall be printed to support 20% of enrollment. Contractor(s) shall ensure that menus are posted in the cafeteria line and in the school office.

C.6.8.1 A LA CARTE

- C.6.8.1.1 Contractor(s) shall provide a la carte options at all middle and high schools. Contractor(s) shall provide bottled water and a la carte milk at all elementary schools and education campuses. If a school has a salad bar, a la carte salads must be made available to students.
- C.6.8.1.2 All a la carte meals or items and their prices shall be submitted to DCPS for approval prior to the start of the school year to determine compliance. Any change in a la carte menu offerings or prices shall be approved by DCPS. Suggested prices shall not be higher than competitive foods in schools (vending, school store). Prices must meet HHFKA requirements for “non-program revenue” as stated in the interim rule dated 6/17/11, National School Lunch Program: School Food Service Account Revenue Amendments Related to the Healthy Hunger-Free Kids Act of 2010. A la carte items shall meet the USDA HealthierUS School Challenge standards for competitive foods.
- C.6.8.1.3 All a la carte items shall be available daily and shall be displayed in a consistent manner that is eye catching and appealing. Signage shall be available at every school selling a la carte showing the items available and price.
- C.6.8.1.5 Contractor(s) shall be reimbursed for a la carte items using meal equivalency.

C.6.9 USDA DONATED FOOD

- C.6.9.1 Any USDA-donated commodities made available to DCPS and received for use by the Contractor(s) shall be utilized toward the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations. Contractor(s) shall perform the specific activities relating to United States Department of Agriculture (USDA) donated foods that are indicated below.
- C.6.9.2 Ensuring that DCPS shall retain title to all USDA donated foods, while conducting all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250, as applicable.
- C.6.9.3 Ensuring that the full value of all commodity foods to which DCPS is entitled is incorporated into the menu plans.
- C.6.9.4 DCPS shall work cooperatively with the Contractor(s) in determining the optimal requests for donated foods offered. However, the Contractor(s) is obligated to fully utilize 100% of the District's entitlement, or their share of the District's entitlement in proportion to the percentage of meals served. DCPS retains final authority for determining the allocation of entitlement dollars to foods offered.
- C.6.9.5 DCPS shall work cooperatively with the Contractor(s) in determining whether to accept bonus or donated foods. DCPS retains final authority for making this determination. The Contractor(s) will credit the full value of bonus donated foods accepted during the month they are used. Ordering or selecting of donated foods, in coordination with DCPS and OSSE, and in accordance with 7 C.F.R. § 250.58(a).
- C.6.9.6 Storing and managing inventory of donated foods, in accordance with 7 C.F.R. § 250.52.
- C.6.9.7 Paying processing fees or submitting refund requests to a processor on behalf of DCPS, or remitting refunds for the value of donated foods in processed end products to DCPS, in accordance with the requirements in 7 C.F.R. § 250(C). The cost of processing shall be included in the fixed fee per meal charged.
- C.6.9.8 Ensuring that any USDA donated foods received (when the foods arrive at the school kitchen, DCPS storage facility, or Contractor(s) storage facility, in either raw form or in processed end products) by DCPS and made available to the Contractor(s) accrue solely to the benefit of DCPS's nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein. The Contractor(s) shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of DCPS.
- C.6.9.9 Enabling and facilitating DCPS in conducting its year-end reconciliation to ensure and verify correct and proper credit has been received for the full value of all USDA donated foods used by the Contractor(s) during the fiscal year. DCPS reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 C.F.R. § 210 and 7 C.F.R. § 250.
- C.6.9.10 Contractor(s) is prohibited from entering into any processing contracts utilizing USDA-

donated foods on behalf of DCPS. Contractor(s) agrees that any procurement and/or utilization of end products by Contractor(s) on behalf of DCPS shall be in compliance with the requirements in subpart C of 7 C.F.R. Part 250 and with the provisions of DCPS' processing agreements. Contractor(s) understands and hereby acknowledges that DCPS and OSSE are separate entities. DCPS is the final authority with respect to any processing agreements proposed by the Contractor(s). DCPS shall, therefore, independently authorize in writing the Contractor(s)'s entry into any such processing agreements on behalf of DCPS.

- C.6.9.11 The value of donated foods used shall appear as a credit on the invoice for the month in which the donated food was used except that the Contractor(s) must credit DCPS for the value of all USDA donated foods received for use in DCPS' meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA donated foods contained in processed end products, in accordance with the contingencies in 7 C.F.R. Part 250.51(a).
- C.6.9.12 At the end of each year, Contractor(s) shall reconcile the value of USDA Foods received against credits provided on monthly invoices. The Contractor will provide a final credit for any balance due to DCPS. The total credit given for USDA Foods in each year must equal the sum of the District's USDA Foods entitlement (lunches served in the preceding year x USDA Foods entitlement rate, also known as the Planned Assistance Level) plus any bonus donated foods accepted by the District.
- C.6.9.13 Contractor(s) shall use the USDA donated food values as posted on OSSE's USDA donated foods website including the value of USDA bonus donated foods. Contractor(s) shall use all USDA donated ground beef products, and all processed end products, in DCPS' food service. The Contractor(s) shall use all other USDA donated foods, or shall use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods, in DCPS' food service. The Contractor(s) shall comply with the storage and inventory requirements for USDA donated foods set forth in 7 C.F.R. § 250.52. Upon termination of the contract, the Contractor(s) shall return all unused USDA donated ground beef, end products and, at DCPS' discretion, other USDA donated foods.
- C.6.9.14 Contractor(s) assures DCPS that the procurement of processed end products on behalf of DCPS, as applicable, shall comply with 7 C.F.R. § 250 and with provisions of DCPS processing agreements, if any. The Contractor(s) shall disclose to DCPS the value of USDA donated foods contained in such end products at the processing agreement value. The Contractor(s) shall not itself enter into a processing agreement with a processor without DCPS' written authorization to do so.
- C.6.9.15 Contractor(s) and DCPS shall maintain records relating to the use of USDA donated foods, in accordance with 7 C.F.R. § 250.54.
- C.6.9.16 Contractor(s) shall provide DCPS with a copy of the quarterly Recipient Entitlement Balance Report from OSSE. The values are to be based on the values at the point DCPS receives the commodities from the State distributing agency (OSSE) and are to be based on the USDA Commodity Value Added Listing pertinent to the time period. This information is available from the USDA Food Distribution Program.

- C.6.9.17 The distributing agency, SA, DCPS, the Department of Agriculture, or their duly authorized representatives, shall perform onsite reviews of the Contractor(s)'s food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA donated foods.
- C.6.9.18 Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA donated foods.
- C.6.9.19 Contractor(s) system of inventory management will ensure that all donated foods are kept wholesome and utilized with the period of each item's "use by" date.
- C.6.9.20 Contractor(s) shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods and notify DCPS within 24 hours and credit DCPS accordingly within 30 days.
- C.6.9.21 Contractor(s) shall account for all USDA donated foods separately from purchased foods. The Contractor(s) is required to maintain accurate and complete records with respect to the receipt, use, disposition, storage, and inventory of USDA donated foods. Failure by the Contractor(s) to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA donated foods. Further, Contractor(s) shall maintain records of any and all information relating to USDA entitlements and foods received, electronically, whether in DCPS information technology systems or otherwise. Such records shall be available at all times to DCPS, without notice to Contractor(s).
- C.6.9.22 DCPS shall enter into federal commodity food coop agreements and/or agreements with other duly authorized agencies or School Food Authorities to structure commodity purchasing to the mutual benefit of the agreeing parties.

C.6.10 FOOD WASTE

- C.6.10.1 As per PL 112-55 Sec. 734, amendment to the Richard B. Russell National School Lunch Act, Contractor(s) shall make arrangements with a 501(c)(3) tax exempt DC-based food bank or charitable organization to donate any unconsumed food products. Pursuant to the law, Contractor(s) shall be exempt from civil and criminal liabilities to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). At minimum, the Contractor(s) shall arrange to have unconsumed, perishable food product picked up weekly.

C.6.11 PROGRAMS

- C.6.11.1 Contractor(s) shall facilitate all special programs or meal service models in schools as per DCPS' request. Contractor(s) shall ensure program continuity year over year and identify and implement program best practices.

C.6.11.1 BREAKFAST IN THE CLASSROOM

- C.6.11.1.1 DCPS shall provide Contractor(s) with rolling or carrying insulated bags to transport

food from the cafeteria to the classroom.

- C.6.11.1.2 DCPS shall provide each breakfast in the classroom school with trash bags and desk wipes at the start of the school year and on request.
- C.6.11.1.3 DCPS staff shall liaise with, provide resources to, and train school personnel when necessary to initiate a breakfast in the classroom program.
- C.6.11.1.4 DCPS shall conduct Breakfast in the Classroom outreach and marketing when necessary and shall be supported by the Contractor(s).
- C.6.11.1.5 Contractor(s) shall train staff on operating the Breakfast in the Classroom program and shall include instructions on Breakfast in the Classroom operations in an operations manual or other instrument left at the school. Training shall occur before the start of every school year and following on an as needed basis.
- C C.6.11.6 Contractor(s) shall observe their Breakfast in the Classroom programs at least once per month and shall make process improvements accordingly.
- C.6.11.1.7 Contractor(s) shall instruct school-based staff on how to communicate Breakfast in the Classroom requirements to teachers, aides, or other program facilitators.
- C.6.11.1.8 Contractor(s) shall create a breakfast in the classroom menu and shall include foods that will be consistent with food safety standards throughout the service period, are easily portable, hold temperature well, require little to no assembly in the classroom, and limit mess.
- C.6.11.1.9 Contractor(s) shall prepare and individually wrap each meal component as necessary. Hot components and cold components shall be packed in separate bags. Insulated bags shall be packed by homeroom. Accountability rosters shall be printed per classroom and packed with the breakfast bags.
- C.6.11.1.10 Contractor(s) shall input all breakfast accountability data into the point of sale no later than the end of the day in which the breakfast was served. If an accountability sheet is not properly completed or returned, the Contractor(s) shall speak to the school administration and alert DCPS of the issue.
- C.6.11.2 GRAB AND GO BREAKFAST & EXTENDED BREAKFAST
 - C.6.11.2.1 DCPS shall provide Contractor(s) with portable kiosks to facilitate the program in schools where breakfast is served outside of the cafeteria.
 - C.6.11.1.2 DCPS shall negotiate with the school administration to decide the location of the

kiosk, the addition of full service breakfast, and breakfast times. This information shall be communicated to the Contractor(s) prior to the start of the program.

- C.6.11.1.3 DCPS staff shall liaise, provide resources to, and train school personnel when necessary to initiate a grab and go breakfast program.
 - C.6.11.1.4 DCPS shall conduct Grab and Go outreach and marketing when necessary and shall be supported by the Contractor(s).
 - C.6.11.1.5 Contractor(s) shall train staff on operating the Grab and Go breakfast program and shall include instructions on Grab and Go in an operations manual or other instrument left at the school. Training shall occur before the start of every school year and following on an as needed basis.
 - C.6.11.1.6 Contractor(s) shall create a grab and go breakfast menu and shall include at least three hot items per week.
 - C.6.11.1.7 Contractor(s) shall bag or otherwise package breakfast components so that the meal is made portable to students. The items within the breakfast bag or package shall be prominently displayed on the kiosk or in another location highly visible to students and the menu for grab and go shall be posted daily at the kiosk. Kiosk items shall be kept at appropriate safe temperatures (hot and cold) through use of the insulated compartments or other means as the Contractor(s) sees fit.
 - C.6.11.1.8 The kiosk shall be staffed throughout the breakfast period and shall be restocked as needed.
 - C.6.11.1.9 Contractor(s) staff shall account for all students taking breakfast from the kiosk through portable point of sale machines (provided by DCPS) or through accountability rosters.
 - C.6.11.1.10 If school administrators extend breakfast, Contractor(s) shall keep traditional breakfast service open for the length of time or at such additional times as agreed to by the school administration and DCPS Food Service prior to the start of school.
- C.6.11.3 AT-RISK AFTERSCHOOL SUPPER
- C.6.11.3.1 Afterschool supper, administered as part of the Child and Adult Care Food Program, shall be facilitated by Food Service staff members as requested by DCPS Food Service. Supper accountability shall be taken by the staff member at the point of sale.
 - C.6.11.3.2 Meals served as part of the afterschool supper program shall conform to the same menu requirements as meals served as a part of the National School Lunch Program,

excluding the requirement for hot meals.

- C.6.11.3.3 DCPS shall coordinate all training of supper facilitators at schools which do not require a Food Service staff member.
- C.6.11.3.4 DCPS Out of School Time in coordination with DCPS Food Services shall ensure all facilitators accountable for meals in the manner specified by DCPS Food Services.
- C.6.11.3.5 DCPS Food Services shall record all incidences of facilitators failing to account for meals properly. The Contractor(s) shall report all incidences of facilitator noncompliance to DCPS OFNS within 24 hours of discovery.
- C.6.11.3.6 DCPS supper facilitators shall keep a binder containing accountability logs in a place that is accessible to the cafeteria lead and shall inform the cafeteria lead of its location at the start of school.
- C.6.11.3.7 DCPS Out of School Time shall report all changes in enrollment to DCPS no later than a week in advance.
- C.6.11.3.8 Contractor(s) shall train staff on operating the after school supper program and shall include instructions on after school supper in an operations manual or other instrument left at the school. Training shall occur before the start of every school year and following on an as needed basis.
- C.6.11.3.1 Contractor(s) shall create an afterschool supper menu that features a variety of cold menu items and includes all five reimbursable meal components. Contractor(s) shall prepare afterschool supper and package all components together, with the exception of milk and fruit. No non-whole components shall be left disassembled.
- C.6.11.3.1 Prepackaged meals shall be left in a refrigerated area that is accessible to the supper facilitator.
- C.6.11.3.1 Contractor(s) shall account for students the day following the meal by checking the accountability roster left by the facilitator in the binder.
- C.6.11.3.1 If servicing a DC Department of Parks and Recreation facility, Contractor(s) shall produce and deliver meals to all sites requested by DCPS during days in which DCPS is in session. Contractor(s) shall be responsible for managing production, tracking receipt of accountability rosters, and inputting all meal count data into the point of sale following receipt.
- C.6.11.4 AFTERSCHOOL SNACK

- C.6.11.4.1 Contractor(s) shall serve a light snack afterschool in schools that do not qualify for supper and request the program.
- C.6.11.4.2 The snack served shall include at least two reimbursable meal components. Contractor(s) shall create menus for snack that feature a variety of fruits and vegetables.
- C.6.11.4.3 Only one snack shall be served to each student. Afterschool snack shall be accounted for using rosters
- C.6.11.5 ADULT MEALS
- C.6.11.5.1 Contractor(s) shall offer adult meals to school staff, unless providing such meals shall compromise Contractor(s)'s ability to provide meals to students.
- C.6.11.5.2 The price of a adult school staff meal shall be set by DCPS prior to the start of each school year. Prices are subject to change at DCPS' discretion.
- C.6.11.5.3 The portions for adult school staff meal shall be equivalent to the serving size for a student in grades 9-12.
- C.6.11.5.4 Should DCPS require food service for banquets, meetings, etc., Contractor(s) shall provide meal services. No food, labor, and supplies appropriated for the daily FSP shall be used for these functions. All special food service events require prior approval of DCPS Food Services.
- C.6.11.6 EARLY CHILDHOOD FAMILY STYLE LUNCH
- C.6.11.5.1 DCPS shall liaise with the Early Childhood office and shall provide Early Childhood with operational program guidelines.
- C.6.11.5.2 DCPS Office of Early Childhood shall train all staff on family style meal operations.
- C.6.11.5.3 DCPS shall provide Contractor(s) with all serving ware, small ware, and equipment necessary to facilitate family style meals. A family style lunch "kit" shall be available for each Early Childhood classroom.
- C.6.11.5.4 Contractor(s) shall have use of pushcarts to transport family style meals to the classroom or cafeteria.
- C.6.11.5.6 Contractor(s) shall train staff on operating the family style meals program and shall include instructions on family style meals in an operations manual or other instrument left at the school. Training shall occur before the start of every school year and following on an as needed basis.

C.6.11.5.7 Contractor(s) shall create a family style meals menu that is developmentally appropriate. This menu can be a simplified version of the regular lunch menu. Menu items shall be transported family style and shall be portioned into H pans according to class size and the age of students enrolled in the class. Serving ware, small wares, and accountability rosters shall be transported with the meals to the classroom. All food shall be kept in insulated CAMBRO containers that maintain temperature.

C.6.11.5.8 Accountability shall be taken by the classroom teacher and shall be reported to the Contractor(s) via an accountability roster. The Contractor(s) shall input accountability data into the point of sale on the day the meal is served.

C.6.11.7 SCHOOL GARDENS

C.6.11.7.1 DCPS shall support schools in establishing school gardens. DCPS OFNS shall institute a garden pilot program in the schools.

C.6.11.7.2 Contractor(s) shall utilize school garden produce in school meals if the school has completed the school garden checklist and given waivers the parents or guardians of all students.

C.6.11.7.3 Contractor(s) shall promote school gardens in coordination with DCPS and, if possible, shall utilize the garden in nutrition education activities.

Contractor(s) shall engage in any other activity establishing garden to cafeteria connections, which shall include working directly with or supporting a school garden coordinator. All activities shall be approved by DCPS prior to initiation.

C.6.11.8 FRESH FRUIT AND VEGETABLE PROGRAM

C.6.11.8.1 Contractor(s) shall create menus for FFVP that feature a variety of fruits and vegetables. 75% of all fruits and vegetables on the menu shall be seasonal for the months of August-November and April-June.

C.6.11.8.2 Contractor(s) should assist school staff in creating FFVP marketing materials and should assist DCPS in soliciting school applications for program participation.

C.6.11.8.3 Contractor(s) shall spend up to the monthly FFVP grant allocation on operating costs. Operating costs include:

- Buying fruits, vegetables, and low-fat or non-fat vegetable dipping sauce;
- Buying nonfood items like napkins, paper plates, serving bowls and trays, cleaning supplies, and trash bags;
- Value added services such as pre-cut produce, ready-made produce trays, and delivery charges; and
- Salaries and fringe benefits for employees who do such tasks as washing and

chopping produce, preparing trays, distributing produce to classrooms, setting up kiosks, restocking vending machines, and cleaning up.

C.6.11.8.4 Contractor(s) shall also apply ten percent of the total grant toward administrative costs. Administrative costs are the documented expenses a Contractor(s) shall incur planning the Program, managing paperwork, obtaining equipment, and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables.

C.6.11.8.5 Contractor(s) shall be reimbursed for FFVP operational and administrative expenses by invoicing a monthly cost reimbursement less than or equal to the total grant allocation for the applicable schools.. Vendor shall submit monthly program invoices with their invoice to DCPS to substantiate the cost figure.

C.6.11.8.6 Contractor(s) shall budget for FFVP prior to the start of the program and create the program schedule with school administrators. FFVP must be served, at minimum, twice per week. The Contractor(s) shall not change the schedule without the approved consent of the school administrators.

C.6.11.9 SUMMER FOOD SERVICE PROGRAM

C.6.11.9.1 Contractor(s) shall facilitate breakfast and lunch feeding for the Summer Food Service Program (SFSP) at schools with DCPS OST summer programs and schools hosting community programs. This school list is subject to change yearly.

C.6.11.9.2 Contractor(s) shall create monthly menus to cover the term of the SFSP. Contractor(s) shall print monthly menus and distribute them to every school facilitating the SFSP. Menus shall be printed to support 20% of summer program enrollment. Contractor(s) shall ensure that menus are posted in the cafeteria line and in the school office.

C.6.11.9.3 Contractor(s) shall take accountability via DCPS-approved meal count sheets.

C.6.11.10 VENDING

C.6.11.10.1 Contractor(s) shall be expected to maintain fully stocked reimbursable vending machines during meal service. Contractor(s) shall provide a variety of cold meal options that meet menu standards which shall be featured on the monthly school menu. For the first month of service, Contractor(s) shall have a staff member dedicated to the monitoring and restocking of the machine(s). It is expected that the machine(s) shall be fully stocked before the start of each lunch period and before breakfast, if requested by DCPS.

C.6.11.10.1 Contractor(s) shall, in collaboration with the equipment manufacturer, train students and staff on how to use the reimbursable vending machine and who to contact for assistance.

C.6.11.10.1 If DCPS procures a contract for snack and/or drink vending services, Contractor(s) shall stock all snack and/or drink machines located on school grounds.

C.6.12 SPECIAL EVENTS

C.6.12.1 Contractor(s) shall participate in and create menu items in coordination with DCPS' annual special events.

Annual special events shall include:

- International Food Days (Fall, Winter, & Spring)
- Strawberries and Salad Greens Day (June)

C.6.12.2 Contractor(s) shall, on approval of DCPS, organize special events in support of student health, nutrition, or physical fitness. Contractor(s) is also encouraged to support special events sponsored by external organizations including Farm to School Week, National School Breakfast Week, and Food Day.

C.6.13 MARKETING, COMMUNICATIONS, AND NUTRITION EDUCATION

C.6.13.1 DCPS shall control all messaging and marketing collateral related to the FSP. All Contractor(s) school-based marketing campaigns shall be approved by DCPS prior to implementation. The appearance of all marketing collateral should meet professional standards.

C.6.13.2 Contractor(s) shall comply and assist in coordinating DCPS executed marketing campaigns in schools.

C.6.13.3 All Contractor(s)-generated communications shall be approved by DCPS prior to distribution.

C.6.13.4 Contractor(s) communication with School Administrators, teachers, and other school personnel shall be professional. The contract COTR shall be copied on all communication sent by the vendor to the school principal.

C.6.13.5 Contractor(s) shall perform nutrition education activities as dictated by marketing campaigns (e.g. food tastings and chef demonstrations).

C.6.13.6 The cost of marketing, communications, and nutrition education is to be included in the Contractor(s) fixed-fee-per meal charge.

C.6.14 STAFFING

C.6.14.1 Contractor(s) shall have adequate management and supervisory staff to fulfill the contract. This staff shall be available and responsive to DCPS and the school faculty. DCPS shall review and give consent to all management/supervisory staff hired during the term of the agreement. Contractor(s) are not obligated to honor any existing collective bargaining agreements toward the fulfillment of this agreement.

C.6.14.2 Contractor(s) shall be fully staffed at all times for the effective production, distribution, and service of meals in accordance with the requirements of this agreement.

Additionally Contractor(s) must maintain a sufficient pool of trained workers to supplement site staff as needed to account for work absences and vacancies. If a school-based vacancy arises and Contractor(s) is unable to fill the position from the existing labor pool within two operating days, Contractor(s) shall utilize temporary services until a permanent food service worker (FSW) is hired. All FSW vacancies shall be filled within two weeks time. Contractor(s) shall promote internally whenever possible and provide opportunities for development for all FSW positions.

C.6.14.3 FSW shall be expected to have basic written and verbal skills, basic computer skills, be sanitation certified, and have passed ServSafe or another industry-recognized food safety exam. Prior to beginning work, all FSW shall have at least one form of validation per job function. Validation can include certification or training administered by a certified trainer.

C.6.14.4 Specialized equipment shall require equipment specific FSW certification. Salad bar operators shall receive DCPS salad bar certification. To receive certification, a FSW must show competence in salad bar operations to include: identifying a reimbursable meal, item replenishment, food safety, and salad bar POS operations. Food station operators shall also be required to become station certified. FSWs who have not received certification shall not be allowed to operate specialized equipment. Certified FSWs shall be asked to assist in school-based trainings for proper equipment use which shall be facilitated by the Contractor(s) on an annual basis.

C.6.14.5 School staffing shall be configured to meet the following expectations:

- Wait times for any meal shall not exceed 5 minutes per student; and
- The number of employees on hand shall be such as to avoid delay in service of meals to the students.

C.6.14.6 Contractor(s) shall provide DCPS with schedule of employees, positions, assigned locations, and hours to be worked, two (2) full calendar weeks prior to the commencement of operation. Contractor(s) shall maintain its own personnel and fringe benefits policies for its employees.

C.6.14.7 All employees are expected to meet the standards for employment in DCPS, including but not limited to submitting to and passing background checks. Any employee who fails to pass pre-employment tests, including but not limited to, background tests, TB

tests, drug tests, etc., shall be subject to immediate termination. Any employee who has not cleared the pre-employment tests shall not be allowed to work in any DCPS school facility.

C.6.14.8 Contractor(s) shall ensure that the employees have sufficient uniforms and that employees report to work daily in a clean uniform in good condition. The cost of uniforms is to be included in the Contractor(s) fixed-fee-per meal charge.

C.6.14.9 Contractor(s) shall develop and implement a progressive discipline procedure for FSW staff, a standard operating procedure for each FSW and management position, adapted

for each school setting, and a performance rubric for each position.

C.6.14.10 DCPS shall request in writing discipline for any employee of the Contractor(s) who violates health requirements or conducts himself/herself in a manner, which is detrimental to the wellbeing of the students, consistent with DCPS personnel policies. First infraction shall warrant a written warning. A second infraction shall result in suspension of said employee. A third infraction shall result in termination.

C.6.14.11 In the event of removal or suspension of any such employee, the Contractor(s) shall immediately restructure the food service staff without disruption of service. Contractor(s) shall conduct a bi-monthly customer service survey to determine its high/low performing staff.

C.6.14.12 The Contractor(s) shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging in addition to the quality of products. Management monitoring visits shall include the completion of one or more checklists to ensure the standard operating procedure is being followed and FSW are executing their responsibilities fully.

C.6.14.1 POSITION SPECIFIC RESPONSIBILITIES

C.6.14.1.1 “Field Managers” shall be responsible for supervising of a group of schools. It is expected that Field Managers shall have at least three years of managing multi-unit schools, restaurants, or other food service facilities. Field Managers shall have intermediate knowledge of the MS Office suite and have intermediate general computer skills.

C.6.14.2 Field Managers shall visit each school (both Elementary and Secondary) a minimum of two times per week. The Contractor(s) shall provide a monthly report demonstrating fulfillment of this requirement listing the Supervisory staff member making the visit, and the time and place of each visit occurred.

C.6.14.2 In the event that a Field Manager is unavailable to perform his/her assigned duties and supervision of schools due to illness, vacation, or separation from company the Contractor(s) is still required to provide proper coverage of all assigned schools to said Manager during while absent. A permanent replacement of a displaced Field Manager shall be made within 30 days of separation from the Contractor(s)’s employment.

Field Managers are required to:

- Perform accountability checks;
 - Contractor(s) are to insure that proper Accountability measures are performed, monitored and recorded daily at all school feeding sites as specified by USDA Standards and the SA;
 - Failure to properly account for or, make corrections to, schools found in Violation by Vendor, SFA, SA or USDA can result in Loss of Reimbursement Funds to DCPS as specified under USDA Guidelines;

- The Contractor(s), if found negligent for failure to use proper Accountability Procedure, can be required to pay for these losses via a line item credit to the subsequent month's invoice to DCPS; and
 - Failure to institute corrective measures in schools found in violation shall be considered a violation of the terms of this agreement and shall result in termination of the Contractor(s).
- Fill staffing vacancies and provide substitute employees to cover work absences;
 - Perform staff evaluations;
 - Ensure product quality;
 - Ensure staff are trained on and follow all recipes;
 - Ensure that all food is served at proper temperature, proper portions are served and proper presentation is met;
 - Ensure that line service is fast and friendly and that counting procedures are followed resulting in accurate claims;
 - Assist and coordinate food quality surveys and tastings as specified by DCPS;
 - Ensure appropriate customer service policies are being followed;
 - Maintain open lines of communication with school Principals and Administration and update them on all personal changes, menu changes and operational issues; and
 - Respond to all requests and address all concerns in a timely manner.

C.6.15 TRAINING

- C.6.15.1 Contractor(s) shall be responsible for supervising and training all personnel. Supervision activities include employee and labor relations, personnel development, culinary training, hiring and termination of Contractor(s) staff. All training shall be delivered by DCPS-approved trainers, either mobile or site-based and all training materials shall be approved by DCPS. All FSW staff shall receive training or other validation for each functional area of their employment.
- C.6.15.1 Continuing education and professional development for all Contractor(s) Food Service personnel shall include quarterly training in, but not limited to, the following areas:
- New recipes;
 - Production records;
 - Portion control;
 - Food safety;
 - Program updates; and
 - Customer service skills.
- C.6.15.1 Following training, all attending staff shall be given a means to provide feedback to the Contractor(s) on the training program. This feedback should be maintained along with all training materials and sign in sheets for a period of three years plus the current year.
- C.6.15.1 Contractor(s) shall ensure that a number of training hours per year are dedicated to the following areas (at minimum):

- Culinary skills
 - Knife skills (2 hours)
 - Recipe mastery (8 hours)
- Regulatory Training
 - Offer vs. Serve (1 hour)
 - School Lunch Pattern (2 hours)
 - Traditional Menu Pattern
 - DCPS Requirements
 - Department of Health Requirement (4 hours)
 - Hygiene
 - Uniforms
 - Hair nets
 - Hand washing
 - Jewelry/nail polish restrictions
- Accountability Training
 - Production Records (2 hrs)
 - Counting Procedures (1 hour)
 - WebSMARTT Training (4 hrs)
 - End of Day, Edit Checks (1 hour)
 - Taking proper accountability (2 hrs)
 - Confidentiality (1 hr)
- Nutrition Education/Food Promotion Training
 - Food Safety 101 – (2 hrs)
 - Spoilage
 - Proper food storage
 - Proper thawing techniques,
 - Proper cooking temps
 - HAACP
 - Temperature Danger Zone
 - Nutrition 101 – (2 hrs)
 - Childhood Obesity Prevention
 - Federal Nutrition Initiatives
 - Special Dietary Needs
- Customer Service Training
 - Communication (1 hr)
 - Role play with students (1 hr)
 - FSW's role in promoting school meal programs (1 hr)

C.6.16 INVOICING

- C.6.16.1 Contractor(s) shall submit all invoices to their assigned DCPS contract administrator for review. Contractor(s) has up to the 10th day of the following month to submit invoices for the previous month. Any submission after the 10th shall result in a delay of

processing and ultimately, a delay in payment. Invoices shall be accurate and easy to comprehend. DCPS reserves the right to dispute the entire invoices or portions of it. Any unauthorized purchases that are included on the invoices shall not be paid and Contractor(s) shall be expected to revise that invoice, making sure that the disputed item or items is or are removed or excluded from the revised invoice. Payment shall be made within 30 days of DCPS submitting the invoice to DC OCFO for payment.

C.6.16.2 Invoices shall show the number of meals/meal equivalents accounted for in the point of sale system for each type of service, charges for other food or service rendered by the Contractor(s), credit for USDA Foods used, any discounts, rebates, or credits due to the District, credits for unallowable meals, fiscal action, or non-compliance, and any other adjustments required.

C.6.16.3 Sufficient documentation is required to support the invoice.

In addition to the monthly invoice, by the tenth of each month Contractor(s) shall submit to DCPS:

- A monthly Profit and Loss Statement (P & L) by school for previous month for the entire operation(s) of DCPS foodservice program under the Contractor(s)'s management;
- A monthly breakdown of all food and disposable expenditures;
- The monthly general ledger that provides support for each and every expenditure and credit reflected in the P & L submitted by Contractor(s);
- Any accessory materials that support or provide back up for the ledger with respect to allowable expenses, the reimbursable expenses, and/or any expenses billed to the DCPS. These accessory materials shall include, but are not limited to, invoices, bills, receipts, rebate or refund invoices, cash reconciliation documents, etc.;
- A monthly report of each and every rebate or other applicable credit, with full details of said rebate or credit, received by the Contractor(s) on behalf of DCPS; and
- An updated list of references and codes that specify expense items and/or categories in the P&L and/or the General Ledger.

C.6.16.4 If Contractor(s) has an approved subcontracting plan under this contract, the Contractor(s) shall submit to the Contracting Officer, no later than the 21st of each month following execution of the contract, a subcontracting compliance report to verify it's compliance with the subcontracting requirements for the preceding month.

The report should contain:

- The dollar amount of the procurement;
- A brief description of goods procured or services rendered; and
- Name of the business enterprise from which goods/services were rendered including the location of farms or facilities where foods were grown or processed.

C.6.17 TRANSITION PLAN

C.6.17.1 Contractor(s) shall have a transition plan for the commencement of services that shall be

shared with DCPS. The transition plan shall include all activities detailed in this agreement.

- C.6.17.2 The plan shall be fully executed no later than ten business days before the start of school.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number (6), Inspection of Service of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1).

E.1.1 Inspection of Facility

- E.1.1.1 The District, the State Agency, and the U. S. Department of Agriculture reserves the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- E.1.1.2 The contractor's facilities shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U. S. Department of Agriculture regulations.
- E.1.1.3 The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals served by other establishments in the locality.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT:

The term of the contract shall be for a period of *one year* from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT:

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES:

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the following:

Deliverable	Frequency	Format/Method of Delivery	Due Date
Initial 21 day cycle menu submittal	Every 21 days	Hard Copy and Electronically	Required as part of the proposal submission; Subsequent menus must be submitted 30 days prior to service.
Tasting of any menu items prior to DCPS approval & service	As Needed	Hard Copy and Electronically	Prior to Being Served to Students
Subsequent menu item submittals	As Needed	Hard Copy and Electronically	5 Days Prior to Date Contractor Wants to Implement
Invoice Submittals	Monthly	Hard Copy and Electronically	Prior to the Tenth day of the following Month

DOH Violations	As Needed	Hard Copy and Electronically	Immediately Upon Receipt Submit
Reconciliation of Meals Served	Daily	Hard Copy and Electronically	Daily Weekly Monthly
Proof of Compliance with menu planning regulations	Every 21 days	Hard Copy and Electronically	Concurrently with Any Menu Submittal
Proof of Compliance with Healthy Schools Act	Every 21 days	Hard Copy and Electronically	Concurrently with Any Menu Submittal
Food Recalls	As Needed	Hard Copy and Electronically	Immediately to DCPS upon Discovery
Any incidents requiring closure or non-service	As Needed	Hard Copy and Electronically	Immediately to DCPS upon Discovery
Marketing and promotions campaigns	Monthly	Hard Copy and Electronically	For Approval to DCPS by the Fifth of Each Month
Accounting for USDA commodities utilized	Monthly	Hard Copy and Electronically	Monthly to DCPS
Equipment repair needs	As Needed	Hard Copy and Electronically	Immediately in writing to DCPS
Nutrition Information, Meal Ingredients and Food Origin Reports	Every 21 days	Hard Copy and Electronically	Concurrently with Any Menu Submittal

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT:

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- G.1.3 The contractor shall submit its itemized invoice to the DCPS monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each school during the preceding month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the school representative of the DCPS has signed the required delivery receipts.

G.2 INVOICE SUBMITTAL:

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified.. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Chief Financial Officer
1200 First Street, NE, 11th Floor
Washington, DC (20002)

- G.2.1 Contractor(s) shall submit all invoices to their assigned DCPS contract administrator for review. Contractor(s) has up to the 10th day of the following month to submit invoices for the previous month. Any submission after the 10th shall result in a delay of processing and ultimately, a delay in payment. Invoices shall be accurate and easy to comprehend. DCPS reserves the right to dispute the entire invoices or portions of it. Any unauthorized purchases that are included on the invoices shall not be paid and Contractor(s) shall be expected to revise that invoice, making sure that the disputed item or items is or are removed or excluded from the revised invoice. Payment shall be made within 30 days of DCPS submitting the invoice to DC OCFO for payment.
- G.2.2 Invoices shall show the number of meals/meal equivalents accounted for in the point of sale system for each type of service, charges for other food or service rendered by the Contractor(s), credit for USDA Foods used, any discounts, rebates, or credits due to the District, credits for unallowable meals, fiscal action, or liquidated damages, and any other adjustments required.
- G.2.3 Sufficient documentation is required to support the invoice.

In addition to the monthly invoice, by the tenth of each month Contractor(s) shall submit to DCPS:

- A monthly Profit and Loss Statement (P & L) by school for previous month for the entire operation(s) of DCPS foodservice program under the Contractor(s)'s management;
- A monthly breakdown of all food and disposable expenditures;
- The monthly general ledger that provides support for each and every expenditure and credit reflected in the P & L submitted by Contractor(s);
- Any accessory materials that support or provide back up for the ledger with respect to allowable expenses, the reimbursable expenses, and/or any expenses billed to the DCPS. These accessory materials shall include, but are not limited to, invoices, bills, receipts, rebate or refund invoices, cash reconciliation documents, etc.;
- A monthly report of each and every rebate or other applicable credit, with full details of said rebate or credit, received by the Contractor(s) on behalf of DCPS; and
- An updated list of references and codes that specify expense items and/or categories in the P&L and/or the General Ledger.

If Contractor(s) has an approved subcontracting plan under this contract, the Contractor(s) shall submit to the Contracting Officer, no later than the 21st of each month following execution of the

contract, a subcontracting compliance report to verify it's compliance with the subcontracting requirements for the preceding month. The report should contain:

- The dollar amount of the procurement;
- A brief description of goods procured or services rendered; and

Name of the business enterprise from which goods/services were rendered including the location of farms or facilities where foods were grown or processed

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment shall be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ORDERING CLAUSE:

G.4.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.4.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.4.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS:

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

G.6.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

G.6.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor shall pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is

made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3 the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO):

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Glorious Bazemore
Office of Contracting and Acquisitions
1200 First Street, NE, 11th Floor
Washington, DC 20002
(202) 442-5131
Glorious.Bazemore@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Office of Food and Nutrition Services
Jeffrey Mills, Director of Food Services
Office of the Chief Operating Officer
1200 First Street, NE, 11th Floor
Washington, DC (20002)
(202) 574-7603

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES:

- H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.1.2 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.1.3 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

The Contractor shall be bound by the Wage Determination No. : 2005-2103, Revision No.: 11, dated 06/13/2011 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the

revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY:

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT:

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract

Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- H.5.3.1 Number of employees needed;
- H.5.3.2 Number of current employees transferred;
- H.5.3.3 Number of new job openings created;
- H.5.3.4 Number of job openings listed with DOES;
- H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- H.5.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - H.5.3.6.1 Name;
 - H.5.3.6.2 Social security number;
 - H.5.3.6.3 Job title;
 - H.5.3.6.4 Hire date;
 - H.5.3.6.5 Residence; and
 - H.5.3.6.6 Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

H.5.5.1 Document in a report to the CO its compliance with section H.5.4 of this clause; or;

H.5.5.2 Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- H.5.5.2.1 Material supporting a good faith effort to comply;
- H.5.5.2.2 Referrals provided by DOES and other referral sources;
- H.5.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and
- H.5.5.2.4 Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;

H.5.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the

Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.5.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended:

H.6.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

H.7.1 During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006:

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-

118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

- H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:
 - H.8.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.8.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.8.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.8.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.8.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - H.8.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- H.8.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.8.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- H.8.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.8.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

- H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING PLAN COMPLIANCE:

- H.9.1 **Subcontracts and Assignments.** The contractor shall not sub-contract with only one company for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the District, his contract or any interest therein.

- H.9.1.1 In the event of any assignment, the contractor shall remain liable to the District as principal for the performance of all his obligations under this contract.

- H.9.2 **Reporting.** If the Contractor has an approved subcontracting plan under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.2.1 The dollar amount of the contract or procurement;

- H.9.2.2 A brief description of the goods procured or the services contracted for;

- H.9.2.3 The name of the business enterprise from which the goods were procured or

services contracted; including the location of farms or facilities where foods were grown or processed;

H.9.2.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.2.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.2.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.2.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.3 **Enforcement and Penalties for Breach of Subcontracting Plan:**

H.9.3.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.3.2 In addition, the willful breach by the Contractor of an approved subcontracting plan for utilization of certified business enterprises, the failure to submit a subcontracting plan compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

H.10 AUDITS AND RECORDS:

H.10.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.10.2.1 Record-Keeping. Production Record/Delivery tickets must be prepared by the contractor, Production Record/Delivery tickets must be itemized to show the number of meals of each type delivered to each school. Designees of the DCPS at each school will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be

accepted by the DCPS only if signed by the DCPS's designee at the school. The DCPS must retain a copy of all signed Production Record/Delivery tickets. Production Record/Delivery ticket approved and provided by the state agency must be used.

H.10.2.2 The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.

H.10.2.3 The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives of the U.S. Department of Agriculture, the DCPS, and the Comptroller General of the United States at any reasonable time and place.

H.10.3 **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

H.10.3.1 The proposal for the contract, subcontract, or modification;

H.10.3.2 The discussions conducted on the proposal(s), including those related to negotiating;

H.10.3.3 Pricing of the contract, subcontract, or modification; or

H.10.3.4 Performance of the contract, subcontract or modification.

H.10.4 **Comptroller General**

H.10.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.10.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.10.5 **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to

examine and audit the supporting records and materials, for the purpose of evaluating:

H.10.5.1 The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

H.10.5.2 the data reported.

H.10.6 **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.10.1 through H.10.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

H.10.6.1 If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and

H.10.6.2 The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.10.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.10.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

H.10.7.1 That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

H.10.7.2 For which cost or pricing data are required; or

H.10.7.3 That requires the subcontractor to furnish reports as discussed in H.10.5 of this clause.

H.11 **Criminal Background and Traffic Records Checks for Contractors that Provide Direct Services to Children or Youth**

H.11.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

H.11.1.1 Criminal inquiries in accordance with Title 5 of the District of

Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002, are required of every District of Columbia Public Schools employee and by policy, of every other individual providing services in any DCPS school or to any DCPS student. Background checks shall include fingerprinting.

H.11.1.2 The Contractor shall be responsible for ensuring that all personnel have background checks performed by DCPS and as per DCPS requirements, including fingerprinting, prior to their service delivery to DCPS students.

H.11.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

H.11.2.1 The Contractor shall be responsible for ensuring that any and all personnel who may at any time be responsible for the driving and/or use of the company vehicles and/or DCPS vehicles have complete up to date on-file driving and traffic records. Upon request, the Contractor shall provide DCPS with a copy of the results from the records check.

H.11.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check shall be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.11.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check shall be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.11.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

H.11.5.1 a written authorization which authorizes the District to conduct a criminal background check;

H.11.5.2 a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

H.11.5.3 a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

(i) Murder, attempted murder, manslaughter, or arson;

- (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
- (iii) Burglary;
- (iv) Robbery;
- (v) Kidnapping;
- (vi) Illegal use or possession of a firearm;
- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (viii) Child abuse or cruelty to children; or
- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

H.11.5.4 a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

H.11.5.5 a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.11.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

H.11.7.1 To authorize the DCPS, or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

H.11.7.2 To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.;

H.11.7.3 To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the

criminal background check report and to challenge the accuracy and completeness of the report;

- H.11.7.4 To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- H.11.7.5 To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.11.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.11.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.11.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.11.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

H.11.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.11.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.11.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.11.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.11.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal

background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.

- H.11.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.11.18 The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.11.19 If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.11.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS:

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the

confidentiality of records.

I.4 TIME:

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA:

- I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of

law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted

rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS:

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS:

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE:

I.8.1 General Requirements. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations

coverage for five (5) years following final acceptance of the work performed under this contract.

- I.8.1.2 **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- I.8.1.3 **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.1.4 **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.1.5 **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
- I.8.1.6 The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
- I.8.1.7 **Crime Insurance (3rd Party Indemnity).** The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
- I.8.1.8 **Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- I.8.1.9 **Employment Practices Liability.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors

Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- I.8.2 **Duration.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.8.3 **Liability.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I.8.4 **Contractor's Property.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.8.5 **Measurement.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.8.6 **Notification.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.8.7 **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Glorious Bazemore
Office of Contracting and Acquisitions
1200 First Street, NE, 11th Floor
Washington, DC 20002
(202) 442-5128
Glorious.Bazemore@dc.gov

- I.8.8 **Disclosure of Information.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE:

I.10.1 The contract awarded as a result of this RFP will contain the following clause:

I.10.1.2 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- I.10.1.2.1 An applicable Court Order, if any
- I.10.1.2.2 Contract document
- I.10.1.2.3 Standard Contract Provisions
- I.10.1.2.4 Contract attachments other than the Standard Contract Provisions
- I.10.1.2.5 RFP, as amended
- I.10.1.2.6 BAFOs (in order of most recent to earliest)
- I.10.1.2.7 Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS:

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW:

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.13 CONTINUITY OF SERVICES

I.13.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.13.1.1 Furnish phase-out, phase-in (transition) training; and

I.13.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.13.2 The Contractor shall, upon the CO's written notice:

I.13.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.13.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

I.13.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.13.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.13.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination Wage Determination No.: 2005-2103, Revision No.: 11, Date Of Revision: dated 06/13/2011

Attachment Number	Document
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	DC Healthy Schools Act, as amended
J.10	Meal Charge Policy
J.11	OFNS Vendor Compliance Requirement
J.12	DCPS Office of Food and Nutrition Services, Nutrition Standard Incorporated by Reference
J.13	DCPS School Bid Checklist
J.14	Healthy Hunger Free Kids Act of 2010 Incorporated by Reference
J.15	At-Risk Afterschool Handbook
J.16	Provision 2 Guidance
J.17	Buy America Provision
J.18	Department of Agriculture Food and Nutrition Service 7 CFR Parts 210 and 220

**SECTION K:
REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

K.1 AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION:

K.2.1 The offeror, by checking the applicable box, represents that:

(a) It operates as:

- ☐ a corporation incorporated under the laws of the state of: _____
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS:

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION:

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION:

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
-
- (insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);*
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION:

Each offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.8 CERTIFICATION OF ELIGIBILITY:

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

B. does not have a proposed debarment pending; and

C. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L:

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 3:00 p.m. on March 7, , 2012 at The District of Columbia Public Schools, Office of Contracts and Acquisition, 1200 First Street, N.E. Suite 1137, Washington, DC 20002, Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference a structure and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference attendance rooster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offeror's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.2 CONTRACT AWARD:

L.2.1 Most Advantageous to the District

L.2.2 The District intends to award a single contract resulting from this solicitation to the responsible and responsive offeror[s] whose offer[s] conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.2.3 The District reserves the right to reject any or all proposals when there are sound

documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.

- L.2.4 The District reserves the right to reject the proposal of an offeror(s) who has previously failed to perform properly or complete on time contracts of a similar nature, or the proposal of an offeror(s) who investigation shows is not in a position to perform the contract.

L.2.5 Initial Offers

- L.2.5.1 The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT:

- L.3.1 One original and 7 (seven) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Additionally, one electronic version of the technical proposal shall be submitted on CD. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No.: GAGA-2012-R-0057, Food Service Management Company."
- L.3.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal shall contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals shall be submitted no later than March 28, 2012 at 3:00 p.m. at District of Columbia Public Schools, Office of Contract and Acquisitions, 1200 First Street, NE, 11th Floor, Washington, DC 20002. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District

office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

L.3.1.2 The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

L.3.1.3 The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

L.3.3.1 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

L.3.4.1 A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

L.3.5.1 A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS:

- L.4.1 If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **March 10, 2012**. The District will not consider any questions received after March 10, 2012. The District shall post all responses via amendment to the Office of Contracting and Procurement Website www.ocp.dc.gov for all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS:

- L.5.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Glorious, Deputy Chief Procurement Officer at District of Columbia Office of Contracting and Acquisitions, 1200 First Street, NE, 11th Floor, Washington, DC 20002, (202) 442-5131, Glorious.Bazemore@dc.gov by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA:

- L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:
- L.6.1.1 "This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.
- L.6.1.2 If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."
- L.6.2 Mark each sheet of data it wishes to restrict with the following legend:
- L.6.2.1 "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS:

L.7.1 Pricing for option years will be determined by Section B

L.8 PROPOSAL PROTESTS:

L.8.1 Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS:

L.9.1 The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS:

L.10.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS:

L.11.1 All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS:

L.12.1 The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 CERTIFICATES OF INSURANCE:

- L.14.1 Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Glorious Bazemore, Deputy Chief Procurement Officer
Office of Contracting and Acquisitions
1200 First Street, NE, 11th Floor
Washington, DC 20002
(202) 442-5131
Glorious.Bazemore@dc.gov

L.14 ACKNOWLEDGMENT OF AMENDMENTS:

- L.15.1 The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District shall receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.15 BEST AND FINAL OFFERS:

- L.15.1 If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFEROR:

- L.16.1 Each proposal shall provide the following information:
- L.16.1.1 Name, address, telephone number and federal tax identification number of offeror;
- L.16.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a

copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.16.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS:

- L.17.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

- L.17.2 Offerors shall list any exception to any terms and conditions of this RFP in their technical response. Failure to list exceptions or deviations from this RFP shall not relieve the Offeror from full compliance with this RFP. The Offer is to clarify any questions they may have prior to the submittal of a response.

L.18 MANDATORY STANDARDS OF RESPONSIBILITY:

- L.18.1 The prospective contractor shall demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor shall submit the documentation listed as part of its Technical Proposal.

L.18.1.1 **Financial Stability:** Offerors shall provide the following:

- (i) Copies of audited financial statements or tax returns signed by the preparer for the three (3) previous fiscal years.
- (ii) Demonstrated profitability for the last three (3) years.

- L.18.2 **Compliance with the applicable District licensing and tax laws and regulations:**

L.19.2.1 Offeror must provide completed attachments (which shall not be included in the final contract):

- L.19.2.1.1 **J.3** EEO Policy Statement,
- L.19.2.1.2 **J.4** First Source Employment Agreement
- L.19.2.1.3 **J.7** Tax Certification Affidavit

L.19.2.1.4 **J.8** Cost/Price Certification and Data Package.

L.18.3 **Insurance Requirements:** Offeror to provide evidence of current insurance coverage. If awarded this Contract, and Offeror(s)'s current coverage does not meet the requirements stated in Section I.8, Offeror shall identify gaps in insurance and provide list of proposed specific coverages to address these gaps upon award.

L.18.4 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.19 Site Visits

L.1.9.1 DCPS will make six representative school sites available to vendors for site visitations on Thursday, March 8, 2012 between 8:00 AM and 3:00 PM.

Vendors must check in at the school office on arrival, and will be directed to the cafeteria. A staff person from OFNS will be present at all sites. Vendors must sign in with the OFNS staff person at each school site they visit.

The sites are:

Wilson High School
3950 Chesapeake St. NW
Washington, DC 20008

Roosevelt High School
4301 13th St. NW
Washington, DC 20011

Takoma Education Campus
7010 Piney Branch Road NW
Washington, DC 20001

Randle Highlands Elementary School
1650 30th St. SE
Washington, DC 20020

Miner Elementary School
601 15th St. NE
Washington, DC 20002

Johnson Middle School

1400 Bruce Pl. SE
Washington, DC 20020

L.1.9.2 OFNS staff will be available at the DCPS district office, 1200 First Street, NE, Washington, DC 20002, at 4:00 until 5:30 p.m. on March 8, 2012 to respond to questions from vendors following the site visits.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the school site visits are only intended for general discussion and do not represent the District final position. All oral questions must be submitted in writing following the close of the school site visits in order to generate an official answer. Official answers will be provided in writing to all prospective offerors. Answers will be posted on the DCPS website.

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

M.2.3 If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA: Technical Criteria (Total 60 Points Maximum)

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 Technical Criteria

Description: These factors consider the offeror's past performance, experience and key personnel used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the offeror's performance.

Technical Evaluation Factor	Points
Factor A: Background and Past Performance	20
Factor B: Menus and Nutrition	10
Factor C: Innovation	5
Factor D: Taste Test	5
Factor E: Staffing and Training Plan	10
Factor F: Financial Plan	10
TOTAL	60

**M.3.1.1 FACTOR A: BACKGROUND AND PAST PERFORMANCE:
(Maximum 20 Points)**

M.3.1.1.1 REFERENCES:

Provide a list of all K-12 school districts for which the offeror is currently under contract to provide school food services. If the number of references exceeds ten, only include references of comparable districts (similar size and/or scope).

Provide the following information for each reference:

- Name and address of school district;
- Name and title of primary school district contact with telephone number, fax number, and e-mail address. If the primary contact is no longer employed by the school district, provide the year their employment ended;
- Description of the services provided including dates, number of schools where meals and/or snacks were provided and the average number of breakfasts, lunches, afterschool suppers, and/or afterschool snacks served to students daily;
- Adjusting for enrollment changes, indicate if the meal participation has increased or decreased and the percentage of increase or decrease over a specified time period; and
- Provide a brief description of the current and projected financial performance for each district.

Provide a list of K-12 school districts that have terminated or not renewed your school food service management contract during the past ten years. Include the name of the district, address, primary contact, telephone number and reason for termination or nonrenewal.

Provide any contractual cure notices issued by client school districts during the past five years.

M.3.1.1.2. VIOLATIONS AND AWARDS:

If the Offeror or any key Offeror personnel at any time in the last five years (whether as a principal or employee of Offeror or otherwise) received notice of violations (NOV), fines, and/or penalties from a federal, state or local agency, please provide the following:

- Copies of said NOVs;
- Copies of SA issued letters of fiscal action;
- An explanation of how the NOV, fine and/or penalty was addressed; and
- An explanation of how the Offeror ensured the problem did not reoccur.

If the Offeror received any written notice of less than satisfactory performance as a part of a formal rating process submitted by a service recipient within the last five years, please provide the following:

- Copies of said written notices and/or evaluations; and
- An explanation of how the issues within the notice/evaluation were addressed.

If the Offeror or any key Offeror personnel were/are presently the subject of litigation within the last five years in regard to school food services, please provide the following:

- Descriptions of lawsuits to include outcomes and penalties rendered (if applicable).

If the Offeror or key Offeror personnel were/are the recipient of any certifications, awards, or formal public recognition within the last five years, please provide the following:

- Copies of said certifications, awards, or recognition.

M.3.2 FACTOR B: MENUS AND NUTRITION: (Maximum 10 Points)

Offeror(s) are required to provide a 21 day cycle menu for each of the meal service types. This menu cycle must be adhered to for the first 21 serving days of the school year [7 CFR 210.16(b)(1)].

Each menu must include an analysis demonstrating compliance with current menu planning standards found at 7 CFR 210.10 including: daily minimum and maximum calories for each of three required age/grade groups (K-5, 6-8, 9-10); not more than 10% calories from saturated fat; limits on sodium (first year standard), no non-naturally occurring trans fatty acids, and all meal component requirements by day and week. Offeror(s) awarded contract from this RFP, if the contract is extended, will be required to make adjustments to menus consistent with the implementation guidelines of the Nutritional Standards for School Meals regarding sodium and whole grains.

Menus must also meet DCPS specific nutritional and service requirements as outlined in this document.

M.3.3. FACTOR C: INNOVATION: (Maximum 5 Points)

DCPS seeks an Offeror(s) who is progressive and innovative in its approach to providing food services to DCPS students. The Offeror(s) shall provide, at minimum, an executive summary that demonstrates an outline of their innovative approach to meeting the nutrition and quality standards outlined in this document, and which clearly states how the Offeror(s) intends to assist DCPS in increasing participation rates among students.

M.3.4 FACTOR D: TASTE TEST: (Maximum 5 Points)

Each Offeror providing 21 day cycle menus that meet nutritional requirements will be invited to provide a representative sample of menus/menu items for each meal type. Offeror(s) must include product and nutrition information for each item presented. Taste tests shall be scheduled for each Offeror(s) at a time and place determined by DCPS. Offeror(s) should be prepared to provide samples of the following for 15 individuals:

- Two each hot and cold breakfasts;
- Two each hot and cold lunches;
- Two each hot and cold suppers; and
- Five snacks/a la carte items.

M.3.5 FACTOR E: STAFFING AND TRAINING PLAN: (Maximum 10 Points)

Provide the proposed company organizational chart that will service and support DCPS including employee name, if available, and job title. Provide resumes which include qualifications, education, experience and responsibilities of management personnel expected to be assigned to this contract. For the primary point of contact (district manager or otherwise) provide at least three references.

Provide the general criteria used for hiring, firing, and promoting food service workers and management staff.

Provide a staffing plan by school with positions and hours to be worked.

Provide a detailed staff training plan to be used throughout the contract period including the following:

- Subject areas to be covered, which includes a description of the training
- Training materials to be used;
- Frequency of training; and
- Trainer names and credentials.

Provide a plan on how the effectiveness of training will be assessed.

M.3.6. FACTOR F: FINANCIAL PLAN: (Maximum 10 Points)

Offeror(s) will provide a detailed plan demonstrating how, over the course of the contract, food service expenses become more aligned to projected revenues. It is a goal of this procurement to reduce operational losses to the program.

M.4 EVALUATION CRITERIA: Cost Criteria (Total 40 Points Maximum)

M.4.1 Cost Criteria

Cost Evaluation Factor	Points
Lowest cost	40

M.4.1.1 The Offeror with the lowest price will receive the maximum price points (40). All other proposals will receive proportionately lower total scores determined as a percentage reduction equal to the difference between the highest score and the proposer's score.

M.4.1.2 The cost criteria price shall be calculated as a weighted average of the fixed-fee-per-meal line item for each meal type offered at each school.

M.4.1.3 The following formula will be used to determine each offeror's evaluated cost score:

M.4.1.4 Lowest cost criteria price/cost criteria price of proposal being evaluated x weight (40

points) = score

- M.5 The District intends to award single or multiple contract resulting from this solicitation **To** responsible and responsive offeror[s] whose offer[s] conform to the solicitation, will be most advantageous to the District, cost or price, technical and other factors, as specified in this solicitation.
- M.5.16 DCPS reserves the right to make a separate award of each school and to make an award either in whole or in part, whichever is deemed in the best interest of the DCPS . The award will be made according to the criteria(s) set forth.
- M.5.2. Offeror(s) are asked to identify which schools it proposes to serve with an appropriate indicator (yes, no) on column A of attachment J.13.
- M.5.34. Award for each school will be made to the responsive and responsible offeror(s) with the highest combined technical and cost score. .. Offeror(s) shall be considered responsive and responsible if they provide pricing for each CLIN offered in the school(s) it proposes to serve. This information is available in attachment J.13.
- M.5.4. If the Offeror(s) 21 day cycle menus, submitted as a part of the technical proposal are found to not meet the nutritional requirements, the offeror(s) technical proposal will be rejected and the offeror(s) cost proposal will not be reviewed.
- M.5.60. Offeror(s) shall be given the opportunity to visit a select number of school facilities prior to the proposal due date.

M.6. REQUIREMENTS FOR COST AND TECHNICAL PROPOSALS

- M.6.1 Each Offeror must submit a cost proposal. All cost proposals must be clearly labeled on the outside of the envelope or package.
- M.6.2 Each Offeror must submit a technical proposal which satisfies the requirements outlined by DCPS. All technical proposals must be clearly labeled on the outside of the envelope or package. No cost information shall be included in the technical proposal.

M.7 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGE BUSINESSES OR BUSINESSES OPERATING IN AN ENTERPRISE ZONE.

- M.7.1 Not Applicable to this procurement.